

**AGENDA
REGULAR MEETING
SIERRA MADRE CITY COUNCIL,
SUCCESSOR AGENCY, AND
PUBLIC FINANCE AUTHORITY**

Tuesday, February 27, 2018 - 6:30 pm

**City Hall Council Chambers
232 W. Sierra Madre Boulevard
Sierra Madre, California 91024**

*Rachelle Arizmendi, Mayor
Denise Delmar, Mayor Pro Tem
John Capoccia, Council Member
Gene Goss, Council Member
John Harabedian, Council Member*

*Vacant, City Clerk
Michael Amerio, City Treasurer*



PUBLIC COMMENT

The Council will listen to the public on any item on the agenda. Under the Brown Act, Council is prohibited from taking action on items not on the agenda, but the matter may be referred to staff or to a subsequent meeting. Each speaker will be limited to three continuous minutes, which may not be delegated. These rules will be enforced but may be changed by appropriate City Council action.

PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

Persons wishing to speak on any item on the agenda will be called at the time the agenda item is brought forward. Persons wishing to speak on closed session items have a choice of doing so either immediately prior to the closed session or at the time for comments on items at the open session.

PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Time shall be devoted to audience participation early on the agenda.

**CALL TO ORDER/ROLL CALL
MEMBERS OF THE CITY COUNCIL**

Mayor Arizmendi, Mayor Pro Tem Delmar, Council Member Capoccia, Council Member Goss, and Council Member Harabedian

**PLEDGE OF ALLEGIANCE AND
INVOCATION/INSPIRATION**

Mayor Rachelle Arizmendi

APPROVAL OF AGENDA

Vote of the Council to proceed with City business.

APPROVAL OF MEETING MINUTES

Approval of City Council minutes from the regular meeting on February 13, 2018.

MAYOR AND CITY COUNCIL REPORTS

Council Member activities relating to City business.

PUBLIC COMMENT

Regarding items not on the Agenda.

PRESENTATION

Update from Pasadena Unified School District Board Member Larry Torres

ACTION ITEMS

1. CONSENT

- | | |
|---|---|
| <p>a) ADOPTION OF RESOLUTION 18-08 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS</p> | <p>Recommendation that the City Council approve Resolution 18-08 for approval of payment of City Warrants in aggregate amount of \$194,009.23; Library warrants in the aggregate amount of \$4,785.11, and payroll transfer in the aggregate amount of \$623,142.50 for fiscal year ending June 2018.</p> |
| <p>b) GRANULAR ACTIVATED CARBON REPLACEMENT</p> | <p>Recommendation that the City Council award a contract to Carbon Activated Corporation in the amount of \$107,000 for the replacement of virgin carbon in the City's Granulated Activated Carbon treatment vessels with the option to repeat the carbon replacement process in July 2018 for \$107,000.</p> |
| <p>c) TREASURER'S REPORT QUARTER ENDING DECEMBER 31, 2017</p> | <p>Recommendation that the City Council receive and file.</p> |
| <p>d) PROFESSIONAL SERVICES AGREEMENT – HONG TAM, STRUCTURAL ENGINEERING PLAN CHECK SERVICES</p> | <p>Recommendation that the City Council approve a three-year professional services agreement with Hong Tam, Structural Engineering Plan Check Services and authorize the City Manager to execute the agreement.</p> |
| <p>e) COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2017</p> | <p>Recommendation that the City Council receive and file.</p> |

PUBLIC HEARING

- | | |
|--|--|
| <p>2. FIRST READING OF ORDINANCE No. 1396 AMENDING TITLE 17, CHAPTER 17.56–NONCONFORMING USES ORDINANCE AND CHAPTER 17.82– HISTORIC PRESERVATION ORDINANCE OF THE SIERRA MADRE MUNICIPAL CODE</p> | <p>Recommendation that the City Council conduct a Public Hearing and introduce, for first reading, by title only, Ordinance No. 1396, an Ordinance amending Chapter 17.56 Non-Conforming Uses Ordinance and Chapter 17.82 Historic Preservation Ordinance.</p> |
|--|--|

DISCUSSION

- | | |
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| <p>3. CONSIDERATION OF APPOINTMENT TO ENERGY, ENVIRONMENT, AND NATURAL RESOURCES COMMISSION</p> | <p>Recommendation that the City Council provide staff with direction.</p> |
| <p>4. CONSIDERATION OF APPOINTMENT TO FILL UNEXPIRED CITY CLERK TERM</p> | <p>Recommendation that the City Council appoint a City Clerk to fill the unexpired term ending April 2020.</p> |
| <p>5. COMMUNITY SERVICES DEPARTMENT 2018 SPECIAL EVENTS TIMELINE</p> | <p>Recommendation that the City Council receive and file.</p> |
| <p>6. SIERRA MADRE POLICE DEPARTMENT 2017 PUBLIC SAFETY REPORT</p> | <p>Recommendation that the City Council receive and file.</p> |
| <p>7. FISCAL IMPACT ANALYSIS OF MEASURE "D"</p> | <p>Recommendation that the City Council provide staff with direction.</p> |

ACTION ITEMS

Regardless of staff recommendation on any agenda item, the City Council will consider such matters, including action to approve, conditionally approve, reject, or continue such item.

PUBLIC HEARING

The appellant and/or applicant will each be provided a total of ten (10) minutes to address their item. A portion of their allotted time may be reserved for rebuttal or a summary conclusion at the close of public comment. All other speakers will be limited to a total of three continuous minutes, which cannot be delegated.

AVAILABILITY OF AGENDA MATERIALS

Materials related to items on this agenda are available for public inspection on the City's website at www.cityofsierramadre.com, and during normal business hours at City Hall, 232 W. Sierra Madre Blvd. and at the Sierra Madre Public Library, 440 W. Sierra Madre Blvd.

LIVE BROADCASTS

Regular City Council meetings are broadcasted live on Cable Channel 3 and rebroadcast on Wednesday and Saturday at 5:30 p.m.

MEETING ASSISTANCE

If you require special assistance to participate in this meeting, please call the City Manager's office at (626) 355-7135 at least 48 hours prior to the meeting.

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at this same place on Tuesday, March 13, 2018.

MINUTES

Agenda - Regular Meeting of the Sierra Madre City Council,
Successor Agency and Public Finance Authority
Tuesday, February 13, 2018 – 6:30 p.m.
City Hall Council Chambers, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024

6:32 PM - CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL:

Present: Mayor Rachelle Arizmendi, Member Gene Goss, Council Member John Capoccia, and Council Member John Harabedian

Absent: Mayor Pro Tem Denise Delmar (excused)

Also, Present: Marcie Medina, Assistant City Manager
Teresa Highsmith, City Attorney
Kurt Norwood, Interim Fire Chief
Joe Ortiz, Police Chief
Chris Cimino, Public Works Director
James Carlson, Management Analyst
Laura Aguilar, Assistant City Clerk
Miguel Hernandez, Human Resources Manager

PLEDGE OF ALLEGIANCE AND INVOCATION/INSPIRATION:

Council Member John Harabedian led Pledge of Allegiance invited Monsignor Richard Krekelberg of St. Rita's Church to give the invocation.

APPROVAL OF AGENDA:

Council Member John Capoccia moved to approve the agenda as presented.
Council Member John Harabedian seconded the motion for approval of the agenda.
Ayes: Mayor Rachelle Arizmendi, Council Members John Capoccia, Gene Goss and John Harabedian
Noes: None
Absent: Mayor Pro Tem Denise Delmar

The motion to approve the agenda as presented was passed unanimously.

APPROVAL OF MINUTES:

Mayor Rachelle Arizmendi moved on to the approval of the minutes from January 23, 2018.

Council Member Gene Goss made a motion to approve the minutes as presented.
Council Member John Capoccia seconded the motion for approval of minutes.
Ayes: Mayor Rachelle Arizmendi, Council Members John Capoccia, Gene Goss, and John Harabedian.
Noes: None
Absent: Mayor Pro Tem Denise Delmar

The motion to approve January 23, 2018 minutes was passed unanimously.

MAYOR AND CITY COUNCIL REPORTS:

- 1) Council Member John Capoccia had nothing to report.
- 2) Council Member John Harabedian had nothing to report.
- 3) Council Member Gene Goss had nothing to report.
- 4) Mayor Arizmendi reported that she attended a reception for Director Tom Love who is leaving the San Gabriel Valley Municipal Water District to work as the new General Manager at the Upper San Gabriel Valley Municipal Water District.

Mayor Arizmendi opened for public comment on items not on the agenda

PUBLIC COMMENT ON NON-AGENDA ITEMS:

Charlie Kissinger, Brookside Lane. Thank you our Water Department and Public Works. Mr. Kissinger commented on the leaks in the canyon and remarked that there seems to be a problem with the water line that goes from the Fire Station to Woodland to Sunnyside to Brookside Lane. Also, he does not believe water has ever been diverted to the settling basins. Mr. Kissinger also commented on the recent filming on Sturtevant.

David Golden, Fairview Avenue. Mr. Golden is the Interim President at the Sierra Madre Playhouse. He encourages all to see "Nothing is the Same" until March 4th. On a separate note, Mr. Golden suggests taking more stringent measures to save water..

Pat Alcorn, Grandview, would like to let everyone know that there are still tickets available for the Friends of the Library Wine and Cuisine Tasting. The Premier event is sold out but there are still tickets to the main event. You can get your tickets at Arnold's, the Library, and the Bottle Shop or you can buy them at the door.

Stephen McCamman, Crestvale Drive. Co-Founder of CESC. Spoke about his work with Cannabis research and the City providing greater access to Cannabis.

Gary Hood, Baldwin. Mr. Hood attended the Library meeting at the YAC. Mr. Hood shared his ideas for the Library and suggested a competition for architect drawings that would keep the Library where it is.

Mayor Arizmendi asked if anyone else would like to come forward on items not on the agenda. Seeing no one come forward, Mayor Arizmendi closed public comment.

PRESENTATION BY THE SIERRA MADRE COMMUNITY FOUNDATION TO SIERRA MADRE CERT:

Ms. Sue Spears of the Sierra Madre Community Foundation presented Sierra Madre CERT President Dennis Burton with a check for \$750.00.

PRESENTATION TO THE SIERRA MADRE ROSE FLOAT ASSOCIATION

Sierra Madre Rose Float Association President David Coulcher presented the City with the Tournament of Roses portrait of Chivalry! The 2018 winner of the Fantasy Award. Darla Dyson presented a certificate of recognition to the Rose Float Association on behalf of Senator Anthony Portantino. Also, Mayor Arizmendi presented a certificate of recognition to the Sierra Madre Rose Float Association in congratulations for winning the Fantasy Award for their float entry, Chivalry!

PRESENTATION TO RETIRING FIREFIGHTER MICHAEL KEFALAS

Mayor Arizmendi and the City Council recognized Firefighter Michael Kefalas for his service to the City and congratulated him on his retirement. Interim Fire Chief Kurt Norwood presented Firefighter Kefalas with his retirement badge.

Mayor Arizmendi asked Assistant City Manager Medina to report on the Consent Calendar.

Assistant City Manager Marcie Medina gave the following reports under the Consent Calendar.

CONSENT

1a) ADOPTION OF RESOLUTION 18-07 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS

1b) AUTHORIZATION TO BID FISCAL YEAR 2017-2018 STREET RESURFACING PROJECT

Mayor asked if any member of the Council had questions on items on the Consent Calendar.

On item 1b, Council Member Capoccia asked if trees would be replanted when sidewalk is replaced.

Assistant City Manager Medina asked Public Works Director Cimino to provide a response. Director Cimino responded that small tree wells would be installed. There will be a 6-foot sidewalk and a 30x30 tree well. Trees will be planted after the work is completed. Council Member Capoccia expressed concern for the trees since so many trees have been lost and mentioned that he prefers the trees be planted in the fall after the summer months.

Council Member Harabedian asked if there was a process to notify the neighbors of the tree removal. Director Cimino responded that City staff is scheduled to meet with the residents and ask for input on the types of trees they would like planted.

Mayor Arizmendi asked if the trees can be used for compost. Director Cimino responded that the City uses the trees for mulch.

Council Member Goss brought up a company that makes furniture from urban trees and asked if this has already been considered. Management Analyst responded that this is something that West Coast Arborists does for the City.

Mayor Arizmendi opened for public comment. Seeing no one, Mayor Arizmendi closed public comment and brought the matter back to the Council.

Council Member John Harabedian made a motion to approve Consent Items 1A, and 1B
Council Member Gene Goss seconded the motion for approval.

Ayes: Mayor Rachelle Arizmendi, Council Members John Capoccia, Gene Goss, and John Harabedian

Noes: None

Absent: Mayor Pro Tem Denise Delmar

The motion to approve Consent Items 1A and 1B was approved unanimously.

2 – UPDATE ON “CLEAN POWER ALLIANCE” (FORMERLY LACCE) AND SELECTION OF DEFAULT TIER LEVEL

Management Analyst James Carlson gave the report.

Council Member John Harabedian asked for this item to be brought before Council for a selection of a default tier. Residents have the option of staying with Edison. There's no right or wrong. Many folks have the initial decision to make the default tier 50%. Council Member Harabedian's view is to make it 50%.

Mayor Arizmendi asked for public comment.

Pat Alcorn, Grandview asked if the Alliance is separate from Edison. Ms. Alcorn is having a difficult time getting through to Edison. Mayor Arizmendi offered to forward Ms. Alcorn's questions to the City's Edison representative.

The Council collectively discussed making the default tier 50%. Mayor Arizmendi asked for a motion.

Council Member John Harabedian moved to make the default tier 50%.

Council Member John Capoccia seconded the motion to make the default tier 50%.

Ayes: Mayor Rachelle Arizmendi, Council Members John Capoccia, Gene Goss, and John Harabedian

Noes: None

Absent: Mayor Pro Tem Denise Delmar

NEW ITEMS PLACED FOR FUTURE AGENDA:

Mayor Arizmendi asked the members of the City Council if there are any new items for future agendas.

Mayor Arizmendi asked for an update on PUSD from the Board or the District itself.

ADJOURN

Mayor Arizmendi asked for a motion to adjourn.

Council Member John Harabedian made a motion to adjourn the meeting.

The motion to adjourn was seconded by Council Member Gene Goss

Ayes: Mayor Rachelle Arizmendi, Council Members John Capoccia, Gene Goss, and John Harabedian

Noes: None

Absent: Mayor Pro Tem Denise Delmar

The motion to adjourn was passed unanimously.

CITY COUNCIL MEETING ADJOURNED AT 7:42 pm.

Rachelle Arizmendi, Mayor

Minutes taken and typed by:

Laura Aguilar, Assistant City Clerk

RESOLUTION NUMBER 18-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
APPROVING CERTAIN DEMANDS**

WHEREAS, the following demands have been reviewed and approved by the Finance Director; and,

WHEREAS, the Finance Director has verified that appropriated funds are available for payment thereof; and,

WHEREAS, the register of audited demands has been submitted to the City Council for approval; and

WHEREAS, City Warrants are the payment of bills, invoices and contractual obligations incurred by the City of Sierra Madre during the period enumerated therein, based on the approved fiscal year budget and existing budgetary authority, Municipal Code authority, or prior policy direction by the City Council; and

WHEREAS, Payroll Transfer is the transfer of funds to cover the payroll costs for all City employees for the period enumerated therein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sierra Madre does hereby approve payment of City Warrants in the aggregate amount of \$194,009.23 Sierra Madre Library Warrants in aggregate amount of \$4,785.11 and Payroll Transfer in the aggregate amount of \$623,142.50 the fiscal year ending June 30, 2018.

APPROVED AND ADOPTED this 27th day of February, 2018.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 18-08 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 27th day of February, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Sierra Madre, California

**City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of February 27, 2018**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants	\$194,009.23
Sierra Madre Library Warrants	\$4,785.11
Payroll #3 Transfer.....	\$317,633.64
Payroll #4 Transfer.....	\$305,508.86

Warrant Register 02/27/18

Attachment 1A

Fiscal Year	Description	Amount	Page #
FY1718	Manual Warrants	12,588.78	1-3
FY1718	General Warrants- Utility Bills	48,998.20	4-5
FY1718	General Warrants	132,422.25	6-10
	Total	194,009.23	

Fiscal Year	Description	Amount	
FY1718	Library Warrants	4,785.11	11-12
	Total	4,785.11	

Date: 2/8/18	Payroll #3 Electronic Tansfers From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.	\$317,633.64	
Date: 2/22/18	Payroll #4 Electronic Tansfers From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.	\$305,508.86	



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Vendor Set: 01 - Vendor Set 01

Check Date: 02/08/2018

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV021946</u>	GE- LEAGUE OF CITIES MTG	10000.11000.53402	45.00
		<u>INV021945</u>	GE- CONFERENCE LEAG OF CITIES	10000.12000.52207	442.62
		<u>INV021948</u>	VG- SUBSCRIPTIONS	10000.40000.53409	150.64
		<u>INV021949</u>	VG- SUPPLIES	10000.40000.53999	390.43
		<u>INV021964</u>	DC- TRAINING	10000.50000.52205	75.00
		<u>INV021965</u>	DC- TRAINING	10000.50000.52205	75.00
		<u>INV021966</u>	DC- TRAINING	10000.50000.52205	109.00
		<u>INV021967</u>	DC- TRAINING	10000.50000.52205	109.00
		<u>INV021968</u>	DC- TRAINING	10000.50000.52205	109.00
		<u>INV021975</u>	JO- COMPUTER SUPPLIES	10000.50000.53103	302.24
		<u>INV021974</u>	JO- RETURN ON COMP SUPPLIES	10000.50000.53103	-253.32
		<u>INV021978</u>	JO- UNIFORMS	10000.50000.53303	485.81
		<u>INV021977</u>	JO- CONF REGISTRATION	10000.50000.53402	700.00
		<u>INV021976</u>	JO- CONFERENCE	10000.50000.53402	1,000.00
		<u>INV021963</u>	PG- COMP SUPPLIES	10000.61000.53300	14.99
		<u>INV021960</u>	PG- SIGNS	10000.61000.53300	163.83
		<u>INV021962</u>	PG- SUPPLIES	10000.61000.53303	30.00
		<u>INV021961</u>	PG- SUPPLIES	10000.61000.53999	74.42
		<u>INV021959</u>	PG- FLAGS	10000.61000.53999	190.50
		<u>INV021957</u>	CC- MEMBERSHIP	10000.82000.53409	85.00
		<u>INV021958</u>	CC- BIKE RACKS	10000.83300.53001	1,621.61
		<u>INV021982</u>	JS- CHILDREN'S RM LIBRY SUPPLIES	10000.90000.53103	169.32
Fund 10000 Total:					6,090.09
Fund: 29005 - LIBRARY GRANTS					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV021979</u>	JS- STEAM PROGRAM	29005.90000.53999	165.45
		<u>INV021981</u>	JS- STEAM POSTER PRNTNG	29005.90000.53999	32.23
		<u>INV021980</u>	JS- STEAM PRINTER SUPPLIES	29005.90000.53999	49.25
		<u>INV021985</u>	JS- ADULT STEAM POSTERS	29005.90000.53999	139.00
		<u>INV021983</u>	JS- STEAM POSTERS	29005.90000.53999	196.84
Fund 29005 Total:					582.77
Fund: 37006 - SENIOR CENTER					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV021970</u>	RS- SENIOR EXCURSION	37006.72000.52200	103.00
Fund 37006 Total:					103.00
Fund: 39002 - LIBRARY - GIFT AND MEMORIAL					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV021984</u>	JS- SHOWCASE REGISTRATION	39002.90000.53402	21.00
Fund 39002 Total:					21.00
Fund: 39006 - FRIENDS OF THE LIBRARY DONATION FUND					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV021986</u>	JS- ADULT STEAM POSTERS	39006.90000.53999	138.52
Fund 39006 Total:					138.52
Fund: 60000 - INT SVC FND - FLEET					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV021956</u>	JR- EQUIPMENT	60000.83100.53208	88.00
Fund 60000 Total:					88.00
Fund: 60001 - INT SVC FND - FACILITIES MGT					
<u>0833</u>	HOME DEPOT				
APBWEST	Check	<u>9043977</u>	FACILITY	60001.83200.53200	89.76

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Fund 60001 Total: 89.76

Check Date: 02/08/2018

Page 2

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 60002 - INT SVC FND - ADMINISTRATION					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV021992</u>	MM- MEMBERSHIP	60002.30000.53409	150.00
		<u>INV021991</u>	MM- CONFERENCE	60002.30000.53409	150.00
		<u>INV021947</u>	GE- ICMA MEMBERSHIP	60002.30000.53409	1,400.00
				Fund 60002 Total:	1,700.00
Fund: 60003 - INT SVC FND - TECHNOLOGY					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV021993</u>	MM- WEB SEC CERTIFICATE	60003.30000.52200	123.73
		<u>INV021990</u>	MM- CONFERENCE	60003.30000.53402	436.16
		<u>INV021989</u>	MM- CONFERENCE	60003.30000.53402	436.16
				Fund 60003 Total:	996.05
Fund: 77003 - SPECIAL EVENTS					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV021969</u>	RS- SENIOR EXCURSION	77003.79003.52999	308.00
		<u>INV021971</u>	RS- SENIOR EXCURSION	77003.79003.52999	100.00
		<u>INV021972</u>	RS- SENIOR EXCURSION	77003.79003.52999	350.00
				Fund 77003 Total:	758.00
				Report Total:	10,567.19



Packet: APPKT03878 - RET022718
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Check Date: 02/22/2018

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 60007 - INT SVC FND - PERSONNEL AND RISK MGMT							
<u>1428</u>	DAN GINTER						
	APBWEST	Check		<u>INV022075</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	404.32
<u>1044</u>	JESSE TORIBIO						
	APBWEST	Check		<u>INV022077</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	202.16
<u>1156</u>	JOHN FORD						
	APBWEST	Check		<u>INV022081</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	283.02
<u>VEN01660</u>	LISA VOLPE						
	APBWEST	Check		<u>INV022079</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	323.45
<u>1113</u>	RUBEN ENRIQUEZ						
	APBWEST	Check		<u>INV022076</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	404.32
<u>2016</u>	STEVE POCK						
	APBWEST	Check		<u>INV022080</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	404.32
Fund 60007 Total:							2,021.59
Report Total:							2,021.59



Check Approval Register

Page 4

Packet: APPKT03862 - UB020818
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Check Date: 02/08/2018

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND							
<u>0129</u>	AT&T						
APBWEST	Check			<u>81824637835914-01</u>	TELECOM DIV 1/23-2/22/18	10000.50000.55005	162.54
Fund 10000 Total:							162.54
Fund: 32005 - LIGHTING DISTRICT #1 - OAKWOOD/VISTA							
<u>0384</u>	SOUTHERN CALIF. EDISON CO.						
APBWEST	Check			<u>2011946423-020618</u>	ELEC CHGS 1/1-2/1/18	32005.83500.55003	140.50
Fund 32005 Total:							140.50
Fund: 32006 - LIGHTING DISTRICT - ZONE A							
<u>0384</u>	SOUTHERN CALIF. EDISON CO.						
APBWEST	Check			<u>2011946423-020618</u>	ELEC CHGS 1/1-2/1/18	32006.83000.55003	243.66
Fund 32006 Total:							243.66
Fund: 32007 - LIGHTING DISTRICT - ZONE B							
<u>0384</u>	SOUTHERN CALIF. EDISON CO.						
APBWEST	Check			<u>2011946423-020618</u>	ELEC CHGS 1/1-2/1/18	32007.83000.55003	1,037.66
Fund 32007 Total:							1,037.66
Fund: 38005 - GAS TAX FUND							
<u>0384</u>	SOUTHERN CALIF. EDISON CO.						
APBWEST	Check			<u>2011946423-020618</u>	ELEC CHGS 1/1-2/1/18	38005.83500.55003	4,148.40
Fund 38005 Total:							4,148.40
Fund: 60001 - INT SVC FND - FACILITIES MGT							
<u>0384</u>	SOUTHERN CALIF. EDISON CO.						
APBWEST	Check			<u>2011946423-020618</u>	ELEC CHGS 1/1-2/1/18	60001.83200.55003	164.07
				<u>2036613305-020218</u>	ELEC CHGS 1/3-2/1/18	60001.83200.55003	996.51
<u>0216</u>	THE GAS COMPANY						
APBWEST	Check			<u>16651877009-020718</u>	GAS CHGS 1/6-2/5/18	60001.83200.55004	58.35
				<u>16861877005-020718</u>	GAS CHGS 1/6-2/5/18	60001.83200.55004	152.98
				<u>19591871009-020718</u>	GAS CHGS 1/6-2/5/18	60001.83200.55004	20.44
				<u>13511935002-011018</u>	GAS CHGS 12/6/17-1/18/18	60001.83200.55004	43.17
Fund 60001 Total:							1,435.52
Fund: 60003 - INT SVC FND - TECHNOLOGY							
<u>VEN02792</u>	FRONTIER CALIFORNIA INC						
APBWEST	Check			<u>62635514140920175</u>	PH CHGS 2/1-2/28/18	60003.30000.55005	567.25
<u>0642</u>	VERIZON WIRELESS - LA						
APBWEST	Check			<u>9800616161-012518</u>	CELL PH CHGS 1/16-1/25/18	60003.30000.55005	2,192.69
Fund 60003 Total:							2,759.94
Report Total:							9,928.22



Page 5

Packet: APPKT03867 - UB021218
Vendor Set: 01 - Vendor Set 01

Check Date: 02/14/2018

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	
Fund: 32008 - PARKING ASSMNT DIST								
<u>0384</u>	SOUTHERN CALIF. EDISON CO.	APBWEST	Check	<u>2037520756-020818</u>	ELEC CHGS 1/8-2/6/18	32008.83000.55003	479.07	
							Fund 32008 Total:	479.07
Fund: 38005 - GAS TAX FUND								
<u>0384</u>	SOUTHERN CALIF. EDISON CO.	APBWEST	Check	<u>2037520756-020818</u>	ELEC CHGS 1/8-2/6/18	38005.83500.55003	47.58	
							Fund 38005 Total:	47.58
Fund: 60000 - INT SVC FND - FLEET								
<u>0216</u>	THE GAS COMPANY	APBWEST	Check	<u>11826147883-012618</u>	NATURAL GAS 1/1-2/1/18	60000.83100.55001	320.27	
							Fund 60000 Total:	320.27
Fund: 60001 - INT SVC FND - FACILITIES MGT								
<u>0384</u>	SOUTHERN CALIF. EDISON CO.	APBWEST	Check	<u>2037520756-020818</u>	ELEC CHGS 1/8-2/6/18	60001.83200.55003	5,750.61	
<u>0216</u>	THE GAS COMPANY	APBWEST	Check	<u>13511935002-020818</u>	GAS CHGS 1/8-2/6/18	60001.83200.55004	44.56	
							Fund 60001 Total:	5,795.17
Fund: 60003 - INT SVC FND - TECHNOLOGY								
<u>VEN02792</u>	FRONTIER CALIFORNIA INC	APBWEST	Check	<u>2091883757030705-0</u>	PH CHGS 2/4-3/3/18	60003.30000.55005	2,172.30	
							Fund 60003 Total:	2,172.30
Fund: 71000 - WATER ENTERPRISE FUND								
<u>VEN02792</u>	FRONTIER CALIFORNIA INC	APBWEST	Check	<u>2091883757030705-0</u>	PH CHGS 2/4-3/3/18	71000.81100.55005	51.72	
<u>0384</u>	SOUTHERN CALIF. EDISON CO.	APBWEST	Check	<u>2037520756-020818</u>	ELEC CHGS 1/8-2/6/18	71000.81100.55003	30,203.87	
							Fund 71000 Total:	30,255.59
							Report Total:	39,069.98



Page 6

Packet: APPKT03876 - GEN022718
Vendor Set: 01 - Vendor Set 01

Check Date: 02/22/2018

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND							
<u>1553</u>	ARNOLD'S FRONTIER HARDWARE						
APBWEST	Check			<u>083450</u>	blanket po - hardware / misc supplies	10000.50000.53204	14.21
				<u>083268</u>	blanket po - hardware / misc supplies	10000.50000.53204	17.50
<u>VEN02901</u>	BLAKE SILCOTT						
APBWEST	Check			<u>504-17</u>	2017 Q4 Volunteer Stipend	10000.61000.51150	650.00
<u>1200</u>	BLUE DIAMOND MATERIALS						
APBWEST	Check			<u>1120892</u>	ASPHALT	10000.83500.53206	31.51
				<u>1121185</u>	ASPHALT	10000.83500.53206	31.18
				<u>1124193</u>	ASPHALT	10000.83500.53206	21.87
				<u>1119508</u>	ASPHALT	10000.83500.53206	20.37
				<u>1124267</u>	ASPHALT	10000.83500.53206	33.14
				<u>1119441</u>	ASPHALT	10000.83500.53206	124.91
				<u>1119580</u>	ASPHALT	10000.83500.53206	47.65
				<u>1123393</u>	ASPHALT	10000.83500.53206	31.68
<u>VEN03092</u>	CHRISTINA M BLACKER						
APBWEST	Check			<u>170572</u>	EMS REIMBURSEMENT	10000.64000.47029	544.85
<u>1087</u>	CITY OF ARCADIA						
APBWEST	Check			<u>ARMS000018</u>	blanket PO - firing range	10000.50000.52200	300.00
<u>VEN03077</u>	CODY VELLA						
APBWEST	Check			<u>V04-17</u>	2017 Q4 Volunteer Stipend	10000.61000.51150	550.00
<u>1121</u>	COLANTUONO, HIGHSMITH & WHATLEY, PC						
APBWEST	Check			<u>34829</u>	LEGAL SERVICES JAN 2018	10000.21000.52201	111.00
				<u>34828</u>	BPO- LEGAL SERVICES- RETAINER	10000.21000.52201	8,400.00
				<u>34834</u>	LEGAL SERVICES JAN 2018	10000.40000.52201	2,561.60
				<u>34835</u>	LEGAL SERVICES JAN 2018	10000.81201.52202	1,668.50
				<u>34833A</u>	LEGAL SERVICES JAN 2018	10000.81201.52202	47.00
<u>VEN03093</u>	CONSTANZA WATSON						
APBWEST	Check			<u>17810</u>	EMS REIMBURSEMENT	10000.64000.47029	23.05
<u>VEN01482</u>	COPWARE						
APBWEST	Check			<u>INVO22051</u>	CALIFORNIA PEACE OFFICER'S LEGAL SOURCEBO	10000.50000.53406	85.00
<u>VEN02871</u>	CYBERREEF SOLUTIONS INC						
APBWEST	Check			<u>1646</u>	DATA PLAN	10000.50000.53801	299.78
<u>VEN03079</u>	DANIEL GRANADOS						
APBWEST	Check			<u>G04-17</u>	2017 Q4 Volunteer Stipend	10000.61000.51150	450.00
<u>VEN02169</u>	David Blakeslee						
APBWEST	Check			<u>170050</u>	EMS REIMBURSEMENT	10000.64000.47029	1,584.44
<u>1584</u>	DENRAM PRODUCTS CORP						
APBWEST	Check			<u>17243</u>	Business Cards	10000.40000.53999	131.55
<u>0713</u>	DEPT OF JUSTICE						
APBWEST	Check			<u>283950</u>	blanket po - fingerprinting	10000.50000.52200	98.00
<u>VEN03012</u>	GREG FIELDS						
APBWEST	Check			<u>INV022085</u>	COMPUTER PROGRAM	10000.00000.13009	1,281.79
<u>VEN02029</u>	GREG KONDURALYAN						
APBWEST	Check			<u>K04-17</u>	2017 Q4 Volunteer Stipend	10000.61000.51150	250.00
<u>VEN03074</u>	HEARTSMART.COM						
APBWEST	Check			<u>HS334555</u>	MULTIFUNCTION-ELECTODES	10000.50000.52999	318.00
<u>0398</u>	HONG L. TAM						
APBWEST	Check			<u>INV022084</u>	PLAN CHECK SVCS	10000.40000.52100	14,722.74
<u>VEN02874</u>	HOWARD R. ROMERO						
APBWEST	Check			<u>02-18</u>	FY 2017-18 MEDICAL DIRECTOR SERVICES	10000.64000.52200	1,000.00
<u>VEN03078</u>	KEVIN LINARES						
APBWEST	Check			<u>L01-18</u>	2017 Q4 Volunteer Stipend	10000.61000.51150	200.00
				<u>L04-17</u>	2017 Q4 Volunteer Stipend	10000.61000.51150	50.00

Page 7

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0515</u>	LANDSCAPE WAREHOUSE						
APBWEST	Check			<u>2547594</u>	FY 17-18 IRRIGATION SUPPLIES	10000.83300.53001	149.36
<u>0640</u>	LIFE-ASSIST INC.						
APBWEST	Check			<u>838826</u>	FY 2017-18 EMS SUPPLIES	10000.64000.53300	566.31
<u>VEN02633</u>	MARK DUSON						
APBWEST	Check			<u>D04-17</u>	2017 Q4 Volunteer Stipend	10000.61000.51150	450.00
<u>VEN02976</u>	MEDICO PROFESSIONAL LINEN SERVICE						
APBWEST	Check			<u>2137384</u>	FY 2017-18 MEDICAL WASTE	10000.64000.53300	52.00
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC						
APBWEST	Check			<u>51302</u>	FY 17-18 LANDSCAPE MAINTENANCE	10000.81201.52200	208.33
						10000.83300.52200	6,566.67
<u>0884</u>	MOBILE MINI, INC.						
APBWEST	Check			<u>9003668657</u>	Blanket PO - rental storage for case # 17 -0380	10000.50000.53300	114.38
<u>1613</u>	MUNICIPAL CODE CORPORATION						
APBWEST	Check			<u>00302611</u>	Supplement 30 to Code Ordinances	10000.12000.52204	506.41
<u>0307</u>	MYERS-STEVENSON & CO. INC.						
APBWEST	Check			<u>1265790</u>	FF INSURANCE NOV 2017	10000.61000.51205	216.00
				<u>1265791</u>	FF INSURANCE DEC 2017	10000.61000.51205	216.00
<u>0786</u>	OFFICE DEPOT, INC						
APBWEST	Check			<u>105093597001A</u>	OFFICE SUPPLIES	10000.40000.53100	34.27
<u>0323</u>	PASADENA HUMANE SOCIETY						
APBWEST	Check			<u>FEB2018CtySM</u>	blanket po - animal control	10000.50000.52004	2,331.72
<u>0552</u>	RKA CONSULTING GROUP						
APBWEST	Check			<u>27066</u>	Engineering Design Services for FY 2017-18 Street	10000.83500.52100	22,185.75
				<u>324004</u>	Engineering Design Services for FY 2017-18 Street	10000.83500.52100	3,368.75
<u>VEN01559</u>	SAN GABRIEL VALLEY POLICE CHIEFS'S ASSOCIATION						
APBWEST	Check			<u>INV022070</u>	MEMBERSHIP DUES	10000.50000.53409	250.00
<u>0381</u>	SOUTHEAST CONSTRUCTION PRODUCT						
APBWEST	Check			<u>1801-029291</u>	FY 17-18 CONSTRUCTION MATERIAL	10000.83500.53206	77.36
<u>VEN02863</u>	THE COUNSELING TEAM INTERNATIONAL						
APBWEST	Check			<u>41788</u>	PSYCHOLOGICAL ASSESSMENTS	10000.50000.52100	300.00
<u>0422</u>	THOMSON REUTERS - WEST						
APBWEST	Check			<u>837733985</u>	SUBSCRIPTION	10000.50000.53406	228.30
<u>0404</u>	TOM'S UNIFORMS						
APBWEST	Check			<u>9765</u>	FY 2017-18 SUPPRESSION UNIFORMS	10000.61000.53303	227.76
				<u>9764</u>	FY 2017-18 SUPPRESSION UNIFORMS	10000.61000.53303	125.93
Fund 10000 Total:							73,876.62
Fund:	32008 - PARKING ASSMNT DIST						
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC						
APBWEST	Check			<u>51302</u>	FY 17-18 LANDSCAPE MAINTENANCE	32008.83000.52200	1,000.00
Fund 32008 Total:							1,000.00
Fund:	37006 - SENIOR CENTER						
<u>VEN03030</u>	KATHERINE ANN BOYCE						
APBWEST	Check			<u>INV022082</u>	SENIOR MTHLY ACTIVITY	37006.72000.52200	85.00
<u>0332</u>	PETTY CASH FUND-ADMIN						
APBWEST	Check			<u>INV022066</u>	SENIOR CENTER HOLIDAY PRTY SUPPLIES	37006.72000.53999	61.23
Fund 37006 Total:							146.23
Fund:	38005 - GAS TAX FUND						
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC						
APBWEST	Check			<u>51302</u>	FY 17-18 LANDSCAPE MAINTENANCE	38005.83500.52200	1,750.00
Fund 38005 Total:							1,750.00
Fund:	38006 - BIKEWAY/SIDEWALK FUND						
<u>VEN01613</u>	GANAHL LUMBER COMPANY						
APBWEST	Check			<u>140919107</u>	LUMBER AND HARDWARE	38006.83600.53211	78.97
				<u>140918683</u>	LUMBER AND HARDWARE	38006.83600.53211	30.52
Fund 38006 Total:							109.49
Fund:	60000 - INT SVC FND - FLEET						
<u>0125</u>	ARROW AUTOMOTIVE SERVICE						
APBWEST	Check			<u>1040301</u>	FY 17-18 VEHICLE MAINTENANCE	60000.83100.53208	50.00

Page 8

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APBWEST	Check	<u>1040242</u>	FY 17-18 VEHICLE MAINTENANCE	60000.83100.53208	115.00
<u>0207</u>	ERNIE'S AUTO PARTS						
		APBWEST	Check	<u>14IN312782</u>	FY 17-18 VEHICLE MAINTENANCE	60000.83100.53208	306.60
				<u>14IN314331</u>	FY 17-18 VEHICLE MAINTENANCE	60000.83100.53208	67.88
				<u>14IN312893</u>	FY 17-18 VEHICLE MAINTENANCE	60000.83100.53208	18.83
<u>0937</u>	INTERSTATE BATTERY SYSTEM OF						
		APBWEST	Check	<u>50138403</u>	FY 17-18 CAR BATTERIES	60000.83100.53208	245.83
<u>1454</u>	JDS TANK TESTING & REPAIR INC						
		APBWEST	Check	<u>11458</u>	FY 17-18 TANK TESTING AND MAINTENANCE	60000.83100.55001	140.00
<u>0296</u>	MERRIMAC ENERGY GROUP						
		APBWEST	Check	<u>2180032</u>	FUEL - UNLEADED AND RED DYED DIESEL	60000.83100.55001	2,627.76
<u>1608</u>	MUNICIPAL MAINTENANCE EQUIP IN						
		APBWEST	Check	<u>0125327-IN</u>	SEWER TRUCK MAINTENANCE	60000.83100.53208	21.83
				<u>0125220-IN</u>	SEWER TRUCK MAINTENANCE	60000.83100.53208	185.26
<u>0321</u>	PARKHOUSE TIRE, INC.						
		APBWEST	Check	<u>1010600029</u>	FY 17-18 TIRES AND LABOR	60000.83100.53208	619.44
				<u>1010600977</u>	FY 17-18 TIRES AND LABOR	60000.83100.53208	24.64
<u>1390</u>	VALLEY POWER SYSTEMS						
		APBWEST	Check	<u>128972</u>	FY 17-18 FD ENGINE REPAIR	60000.83100.52200	3,397.84
Fund 60000 Total:							7,820.91

Fund: 60001 - INT SVC FND - FACILITIES MGT

<u>VEN02961</u>	ARAMARK UNIFORM & CAREER APPAREL GROUP INC						
		APBWEST	Check	<u>533080318</u>	FY 17-18 JANITORIAL SUPPLIES	60001.83200.53200	262.20
				<u>533097529</u>	FY 17-18 JANITORIAL SUPPLIES	60001.83200.53200	322.88
				<u>533080317</u>	FY 17-18 UNIFORM CLEANING	60001.83200.53303	64.35
				<u>533097528</u>	FY 17-18 UNIFORM CLEANING	60001.83200.53303	64.35
<u>0714</u>	CINTAS CORPORATION #693						
		APBWEST	Check	<u>693819283</u>	UNIFORM	60001.83200.53303	126.28
				<u>693831418</u>	UNIFORM	60001.83200.53303	126.28
<u>0791</u>	CITY ELECTRIC SUPPLY						
		APBWEST	Check	<u>PDA/004139</u>	FY 17-18 ELECTRICAL SUPPLIES / FACILITY	60001.83200.53200	65.70
				<u>PDA/004031</u>	FY 17-18 ELECTRICAL SUPPLIES / FACILITY	60001.83200.53200	72.43
<u>1181</u>	DELTA DISTRIBUTING						
		APBWEST	Check	<u>141286</u>	JANITORIAL SUPPLIES	60001.83200.53200	485.33
<u>VEN02986</u>	EKCOS INNOVATIONS						
		APBWEST	Check	<u>EKCOS-09501</u>	FY 17-18 URINAL FILTERS	60001.83200.53200	769.93
<u>0551</u>	FOOTHILL LOCK & KEY						
		APBWEST	Check	<u>43066</u>	FY 17-18 LOCK AND DOOR SERVICES	60001.83200.52200	270.68
<u>0220</u>	GEM PLUMBING						
		APBWEST	Check	<u>138436</u>	FACILITY MAINTENANCE	60001.83200.53200	172.00
<u>1639</u>	GMS ELEVATOR SERVICES INC						
		APBWEST	Check	<u>91119</u>	FY 17-18 ELEVATOR MAINTENANCE	60001.83200.52200	175.00
<u>1724</u>	LAWRENCE ROLL-UP DOORS INC						
		APBWEST	Check	<u>1816505</u>	FY 17-18 FD ROLL UP DOOR MAINTENANCE	60001.83200.52200	244.00
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC						
		APBWEST	Check	<u>51302</u>	FY 17-18 LANDSCAPE MAINTENANCE	60001.83200.52200	2,475.00
<u>0336</u>	POST ALARM SYSTEMS						
		APBWEST	Check	<u>1044768</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	50.87
				<u>1039732</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	21.50
				<u>1042458</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	42.00
				<u>1039280</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	47.50
				<u>1044933</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	38.00
<u>1485</u>	RED SUPPLY INC						
		APBWEST	Check	<u>55764</u>	FY 17-18 PLUMBING HEATING SUPPLIES	60001.83200.53200	147.08
				<u>55566</u>	FY 17-18 PLUMBING HEATING SUPPLIES	60001.83200.53200	706.32
<u>0399</u>	TELETRONIC ALARM SYSTEMS						
		APBWEST	Check	<u>86426026-FEB 18</u>	FY 17-18 LIBRARY ALARM SERIVES MONTHLY	60001.83200.52200	60.00
Fund 60001 Total:							6,809.68

Fund: 60002 - INT SVC FND - ADMINISTRATION

1121 COLANTUONO, HIGHSMITH & WHATLEY, PC

Page 9

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APBWEST	Check	<u>34832</u>	LEGAL SERVICES JAN 2018	60002.21000.52201	235.00
				<u>34828</u>	BPO- LEGAL SERVICES- RETAINER	60002.21000.52201	2,100.00
<u>0274</u>	LEAGUE OF CALIFORNIA CITIES						
		APBWEST	Check	<u>179092</u>	Annual Dues	60002.30000.53409	5,844.00
<u>0786</u>	OFFICE DEPOT, INC						
		APBWEST	Check	<u>997249568001</u>	Office Supplies	60002.30000.53100	29.51
				<u>105093597001</u>	Office Supplies	60002.30000.53100	223.18
Fund 60002 Total:							8,431.69
Fund:	60003 - INT SVC FND - TECHNOLOGY						
<u>1786</u>	AXONTECH LLC						
		APBWEST	Check	<u>7783</u>	FY 17-18 MONTHLY DATTO SERVICE	60003.30000.52200	649.00
<u>1167</u>	COMMUNITY MEDIA OF THE FOOTHILLS						
		APBWEST	Check	<u>315</u>	FY 17-18 SIERRA MADRE PRODUCTION SERVICE	60003.30000.52100	2,331.01
<u>1476</u>	RICOH AMERICAS CORPORATION						
		APBWEST	Check	<u>5052336683</u>	FY 17-18 COPIER LEASE	60003.30000.53210	154.07
<u>VEN03096</u>	WARD M. JOY						
		APBWEST	Check	<u>1453</u>	NETWORK WIRING AND INFRASTRUCTURE	60003.30000.52200	441.15
				<u>1454</u>	NETWORK WIRING AND INFRASTRUCTURE	60003.30000.52200	1,868.53
<u>VEN02951</u>	YOHTEK CORP						
		APBWEST	Check	<u>2029</u>	PROFESSIONAL SERVICES	60003.30000.52100	1,800.00
				<u>2025</u>	PROFESSIONAL SERVICES	60003.30000.52100	550.00
Fund 60003 Total:							7,793.76
Fund:	60007 - INT SVC FND - PERSONNEL AND RISK MGMT						
<u>1025</u>	CALIFORNIA J P I A						
		APBWEST	Check	<u>INV022072</u>	2018 LEADERSHIP ACADEMY	60007.70100.52205	375.00
				<u>INV022073</u>	2018 LEADERSHIP ACADEMY	60007.70100.52205	375.00
<u>1121</u>	COLANTUONO, HIGHSMITH & WHATLEY, PC						
		APBWEST	Check	<u>34830</u>	LEGAL SERVICES JAN 2018	60007.70100.52201	164.50
<u>VEN01177</u>	EYEMED						
		APBWEST	Check	<u>INV022069</u>	VISION MAR 18 GRP#9810110	60007.00000.21603	11.49
<u>1829</u>	GOVERNMENTJOBS.COM INC						
		APBWEST	Check	<u>INV23384</u>	NEGOV ENTERPRISE SOFTWARE LIC	60007.70101.52206	4,000.00
				<u>INV23384A</u>	NEGOV SUBSCRIPTION	60007.70101.52206	1,250.00
<u>1359</u>	HIRERIGHT, LLC						
		APBWEST	Check	<u>H0124593</u>	BACKGROUND SCREENING	60007.70101.52100	15.75
<u>0913</u>	IRWINDALE INDUSTRIAL CLINIC						
		APBWEST	Check	<u>2130-773489</u>	PRE-EMPLOYMENT PHYSICALS JAN 18	60007.70101.52100	1,360.00
<u>VEN01176</u>	METLIFE SMALL MARKET						
		APBWEST	Check	<u>INV022068</u>	DENTAL CBRA MAR- KM05736666-0001	60007.00000.21603	129.82
<u>0332</u>	PETTY CASH FUND-ADMIN						
		APBWEST	Check	<u>INV022059</u>	CALPERS TRG/MILEAGE	60007.70100.52205	15.30
				<u>INV022061</u>	CALPERS TRG/MILEAGE	60007.70100.52205	15.30
				<u>INV022060</u>	CALPERS TRG/PARING	60007.70100.52205	13.00
				<u>INV022062</u>	TRG/PKG	60007.70100.52205	8.00
				<u>INV022064</u>	TRG/MILEAGE	60007.70100.52205	24.53
Fund 60007 Total:							7,757.69
Fund:	71000 - WATER ENTERPRISE FUND						
<u>0109</u>	AIRGAS USA						
		APBWEST	Check	<u>9951247011</u>	FY 17-18 WELDING GAS	71000.81100.53200	51.74
<u>1200</u>	BLUE DIAMOND MATERIALS						
		APBWEST	Check	<u>1124193</u>	ASPHALT	71000.81100.53206	87.47
				<u>1119580</u>	ASPHALT	71000.81100.53206	190.58
				<u>1120892</u>	ASPHALT	71000.81100.53206	126.02
				<u>1119441</u>	ASPHALT	71000.81100.53206	499.63
				<u>1124267</u>	ASPHALT	71000.81100.53206	132.58
				<u>1121185</u>	ASPHALT	71000.81100.53206	124.73
				<u>1119508</u>	ASPHALT	71000.81100.53206	81.47
				<u>1123393</u>	ASPHALT	71000.81100.53206	126.71
<u>1121</u>	COLANTUONO, HIGHSMITH & WHATLEY, PC						
		APBWEST	Check	<u>34833</u>	LEGAL SERVICES 2018	71000.81100.52200	94.00

Page 10

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APBWEST	Check	34831	LEGAL SERVICES JAN 2018	71000.81100.52201	7,449.50
<u>VEN01500</u>	INLAND WATER WORKS SUPPLY CO.						
APBWEST	Check		<u>S1007512.001</u>	FY 17-18 DISTRIBUTION SYSTEM REPAIR SUPPLII	71000.81100.53200	120.45	
			<u>S1007512.002</u>	FY 17-18 DISTRIBUTION SYSTEM REPAIR SUPPLII	71000.81100.53200	635.49	
			<u>S1007960.001</u>	FY 17-18 DISTRIBUTION SYSTEM REPAIR SUPPLII	71000.81100.53200	180.68	
			<u>S1007922.001</u>	FY 17-18 DISTRIBUTION SYSTEM REPAIR SUPPLII	71000.81100.53200	341.64	
			<u>S1006943.003</u>	FY 17-18 DISTRIBUTION SYSTEM REPAIR SUPPLII	71000.81100.53200	246.38	
			<u>S1006617.002</u>	FY 17-18 DISTRIBUTION SYSTEM REPAIR SUPPLII	71000.81100.53200	339.45	
			<u>S1008020.001</u>	WATER METER MAINTENANCE	71000.81100.53200	1,724.63	
			<u>S1006943.005</u>	FY 17-18 DISTRIBUTION SYSTEM REPAIR SUPPLII	71000.81100.53200	487.40	
<u>0332</u>	PETTY CASH FUND-ADMIN						
APBWEST	Check		<u>INV022065</u>	SO. CA WATER UTILITIES ASSOC MTG	71000.81100.53402	30.00	
			<u>INV022057</u>	SCWUA ANNUAL LUNCHEON	71000.81100.53402	60.00	
<u>VEN02328</u>	SWRCB-DWOC						
APBWEST	Check		27685-030118	WATER TREATMENT CERTIF RENWAL NOTICE	71000.81100.53409	60.00	
<u>1820</u>	TARGET MAILING SERVICES INC						
APBWEST	Check		36063	FY 17-18 MAILING SERVICES/ WATER BILLING	71000.32000.53101	1,154.84	
<u>0335</u>	WATERLINE TECHNOLOGIES						
APBWEST	Check		5401965	FY 17-18 CHLORINE GAS CYLINDER	71000.81100.53209	2,940.01	
			5402177	RET ON CYLINDER DEPOSIT	71000.81100.53209	-750.00	
Fund 71000 Total:							16,535.40
Fund:	77003 - SPECIAL EVENTS						
<u>1206</u>	B & H SIGN CO.						
APBWEST	Check		17056	BANNER DATE CHANGES	77003.79006.52999	49.28	
<u>0332</u>	PETTY CASH FUND-ADMIN						
APBWEST	Check		<u>INV022056</u>	SENIOR EXCURSION DRIVER'S TIP	77003.79003.52999	80.00	
			<u>INV022063</u>	SENIOR EXCURSION DRIVER'S TIP	77003.79003.52999	94.00	
			<u>INV022058</u>	SENIOR EXCURSION DRIVER'S TIP	77003.79003.52999	90.00	
<u>1820</u>	TARGET MAILING SERVICES INC						
APBWEST	Check		36063A	4TH OF JULY FLYERS	77003.79012.52999	77.50	
Fund 77003 Total:							390.78
Report Total:							132,422.25



Page 11

Packet: APPKT03877 - LIB022718
Vendor Set: 01 - Vendor Set 01

Check Date: 02/22/2018

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND							
<u>1644</u>	AMAZON						
APBWEST	Check			<u>577686637598</u>	Misc-Library(Books/Ref/Prog/Media/Supplies	10000.90000.53100	13.99
				<u>947934934695</u>	Misc-Library(Books/Ref/Prog/Media/Supplies	10000.90000.53100	10.90
				<u>437996859364</u>	Misc-Library(Books/Ref/Prog/Media/Supplies	10000.90000.53100	7.87
				<u>784389433977</u>	Misc-Library(Books/Ref/Prog/Media/Supplies	10000.90000.53406	57.13
				<u>446565335868</u>	Misc-Library(Books/Ref/Prog/Media/Supplies	10000.90000.53406	153.30
<u>0132</u>	BAKER & TAYLOR, INC.						
APBWEST	Check			<u>4012134351</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	14.09
				<u>4012131171</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	44.90
				<u>4012124745</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	4.50
				<u>4012137250</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	12.75
				<u>4012131170</u>	Books & Reference, Processing Fees & Media	10000.90000.53406	869.74
				<u>4012137249</u>	Books & Reference, Processing Fees & Media	10000.90000.53406	228.78
				<u>4012134350</u>	Books & Reference, Processing Fees & Media	10000.90000.53406	499.91
<u>VEN02949</u>	DEMCO SOFTWARE						
APBWEST	Check			<u>INV00005180</u>	SUMMER READING/SUBSCRIPTION	10000.90000.52200	827.00
<u>VEN02051</u>	FARONICS TECHNOLOGIES						
APBWEST	Check			<u>00123561SMPL</u>	MAINTENANCE RENEWAL	10000.90000.52200	120.70
<u>0314</u>	OCLC, INC.						
APBWEST	Check			<u>0000579740</u>	2017-2018 - OCLC & Baker & Taylor Subscription	10000.90000.52200	460.92
Fund 10000 Total:							3,326.48
Fund: 29005 - LIBRARY GRANTS							
<u>0132</u>	BAKER & TAYLOR, INC.						
APBWEST	Check			<u>4012134689</u>	LIBRARY BOOKS	29005.90000.53999	42.80
				<u>4012134690</u>	STEAM GRANT	29005.90000.53999	1.28
				<u>4012124678</u>	LIBRARY BOOKS	29005.90000.53999	16.54
				<u>4012124679</u>	STEAM GRANT	29005.90000.53999	0.53
Fund 29005 Total:							61.15
Fund: 39002 - LIBRARY - GIFT AND MEMORIAL							
<u>0132</u>	BAKER & TAYLOR, INC.						
APBWEST	Check			<u>4012137139</u>	LIBRARY BOOKS	39002.90000.53406	81.01
Fund 39002 Total:							81.01
Fund: 39006 - FRIENDS OF THE LIBRARY DONATION FUND							
<u>1644</u>	AMAZON						
APBWEST	Check			<u>438686666977</u>	Misc-Library(Books/Ref/Prog/Media/Supplies	39006.90000.53406	13.01
				<u>695657977443</u>	Misc-Library(Books/Ref/Prog/Media/Supplies	39006.90000.53999	37.96
				<u>439985567854</u>	Misc-Library(Books/Ref/Prog/Media/Supplies	39006.90000.53999	22.82
				<u>456978567487</u>	Misc-Library(Books/Ref/Prog/Media/Supplies	39006.90000.53999	10.63
<u>0132</u>	BAKER & TAYLOR, INC.						
APBWEST	Check			<u>4012137042</u>	LIBRARY BOOKS	39006.90000.53406	56.57
				<u>T74869870</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	20.51
				<u>4012124744</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	44.20
				<u>T75282400</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	36.08
<u>VEN03061</u>	DIANA SHAW						
APBWEST	Check			<u>INV022071</u>	REIMBURSEMENT	39006.90000.53999	24.11
<u>1920</u>	MEEGAN TOSH						
APBWEST	Check			<u>INV022055</u>	Supplies for Adult Library Program	39006.90000.53999	104.03
				<u>INV022053</u>	Adult Craft Program	39006.90000.53999	55.55
				<u>INV022054</u>	OBOC banner update	39006.90000.53999	38.33
<u>VEN01043</u>	OVERDRIVE INC						
APBWEST	Check			<u>01148CO18010988</u>	Annual Subscription Fees/eBooks	39006.90000.53406	131.92
				<u>01148CO17095580</u>	Annual Subscription Fees/eBooks	39006.90000.53406	720.75

Fund 39006 Total:	1,316.47
Report Total:	4,785.11

Page 12



City of Sierra Madre Agenda Report

*Rachelle Arizmendi, Mayor
Denise Delmar, Mayor Pro Tem
John Capoccia, Council Member
Gene Goss, Council Member
John Harabedian, Council Member*

*Vacant, City Clerk,
Michael Amerio City Treasurer*

TO: Honorable Mayor and Members of the City Council
FROM: Jose Reynoso, Utility Services Director 
REVIEWED BY: Gabriel Engeland, City Manager
DATE: February 27, 2018
SUBJECT: Granular Activated Carbon (GAC) Replacement

STAFF RECOMMENDATION

Staff recommends that the City Council award a contract in the amount of \$107,000 to Carbon Activated Corporation for the replacement of virgin carbon in our lead GAC treatment vessels to be completed in March 2018 with the option to repeat the carbon replacement process for the lag vessels in July for an additional \$107,000.

ANALYSIS

The GAC Treatment Vessels located in the City Yard were installed in 2006. The vessels are designed to remove all Volatile Organic Compounds (VOC's) that could be in our ground water. The City currently has very low levels of Trichloroethylene (TCE) and Tetrachloroethylene (PCE) in wells #3, #5 and #6.

Combined levels of VOC's have reach 2.5 or half of the maximum contaminate level (MCL) of 5 parts per billion (ppb). Our operating permit with the California State Water Resources Control Board (SWRCB) requires the carbon be replaced when the lead vessels 100% port reaches 75% of the MCL. VOC contaminants have reached 50% of the MCL at the 100% port; therefore we need to begin preparations to have the carbon material replaced.

There are 20,000 lbs. of carbon in each of 10 vessels. The March carbon replacement process will consist of removing spent carbon from the 5 lead vessels and replacing it with virgin coconut shell carbon as required by our operating permit.

Depending on contamination levels, replacement virgin coconut shell carbon has a lifespan in our treatment vessels of up to 12 months. If groundwater contamination levels remain constant we are scheduled to replace carbon in 5 vessels in March of 2018 and 5 vessels in July of 2018. After the July replacement we can anticipate replacement in 5 vessels each fiscal year.

GAC Filtration Material Replacement

February 27, 2018

Page 2 of 2

Four companies submitted a bid for the March 2018 GAC replacement project:

Carbon Activated Corporation	\$107,000.00
Prominent Systems Inc. (PSI)	\$115,000.00
Jacobi Carbons Inc.	\$124,000.00
Calgon Carbon Corporation	\$145,600.00

Carbon Activated Corporation (CAC) is the low bidder. CAC has been the low bidder for every GAC replacement since 2009. The 3 previous replacements conducted by CAC were completed on time with no issues.

Staff predicts that the 5 lag vessels will require carbon replacement in July of 2018. Carbon Activated Corporation has offered to extend the pricing offered to the City of Sierra Madre for an additional change out of five vessels to be conducted in the summer of 2018. The offer will be for the same scope of work as the March project, and will include the removal and disposal of 100,000 lbs. of spent GAC and replacement with 100,000 lbs. of virgin coconut shell 12x30 mesh GAC meeting or exceeding the given specifications.

Although staff has previously worked with Carbon Activated with good results, staff checked references on the firm to ensure their quality of work has remained unchanged.

The City of Santa Monica is pleased to work with CAC. Geo Herrera of City of Santa Monica stated, "Carbon Activated Corporation competes over 40 GAC change outs per year does an outstanding job."

Mike Garland of City of San Bernardino stated, "CAC meets our expectations, we've worked with them for several years."

FINANCIAL REVIEW

The GAC Carbon Replacement was budgeted for in the FY 2017-18 budget (71000.81100.53209) for \$127,300 The March GAC replacement shall be funded from the FY 2017-18 budget, for a budget savings of \$20,300. The July GAC replacement shall be funded from the FY 2018-19 budget.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter, at the Sierra Madre Public Library, and can be accessed on the City's website at www.cityofsierramadre.com.



City of Sierra Madre Agenda Report

*Rachelle Arizmendi, Mayor
Denise Delmar, Mayor Pro Tem
John Capoccia, Council Member
Gene Goss, Council Member
John Harabedian, Council Member*

*Vacant, City Clerk
Michael Amerio City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Michael Amerio, City Treasurer *MA*
Hillary Guirola-Leon, Senior Accountant *HJG*

REVIEWED BY: Gabriel Engeland, City Manager *ger*

DATE: February 27, 2018

SUBJECT: Treasurer's Report – Quarter Ending December 31, 2017

SUMMARY

Attached is the 2nd quarter of the Treasurer's Report for the 2017-18 fiscal year.

STAFF RECOMMENDATION

Receive and file the Treasurer's Report for the cash and investment portfolio for quarter ending December 31, 2017.

FINANCIAL REVIEW / SOURCE OF FUNDING

No fiscal impact from this action.

ANALYSIS

The fiscal officer is presenting to the City Council a quarterly treasurer's report along with a statement that the City has sufficient investment liquidity and revenues to be able to meet the City's expenditure requirements for the next six months. In addition, the statement verifies that the investments are in compliance with the City's Statement of Investment Policy.

Cash held in demand deposit accounts are kept at a level to ensure that all city outstanding warrants are covered, to maximize interest income and to minimize bank fees. Idle cash is invested in LAIF and other investments in compliance with the City's Investment Policy.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at City Hall, at the Sierra Madre Public Library, and can be accessed on the City's website at www.cityofsierramadre.com.

Attachment(s):

Treasurer's Report for October-December 2017

FOR CITY COUNCIL AGENDA _____

ITEM NUMBER 1C

**CITY OF SIERRA MADRE
TREASURER'S REPORT
CASH AND INVESTMENT PORTFOLIO
October-December 2017**

CITY CASH

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
ALL	BANK OF THE WEST	\$ 3,793,950.83	0.000%
	TOTAL	\$ 3,793,950.83	

<u>ACCOUNT NAME</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>
General Account	BANK OF THE WEST	716,171.82	9,691,589.70	(6,613,810.69)	3,793,950.83
	TOTAL	\$ 716,171.82	\$ 9,691,589.70	\$ (6,613,810.69)	\$ 3,793,950.83

CITY INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUND	\$ 8,331,410.56	\$ 8,331,410.56	\$ 8,331,410.56	49.49%	1.239%
BANK OF THE WEST -BNP PARIBAS	\$ 8,585,732.26	\$ 8,600,000.00	\$ 8,502,314.00	50.51%	See Attached
TOTAL	\$ 16,917,142.82	\$ 16,931,410.56	\$ 16,833,724.56	100.00%	

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUND	\$ 10,799,229.90	\$ 32,180.66	(2,500,000.00)	\$ 8,331,410.56	1.239%
BANK OF THE WEST -BNP PARIBAS	\$ 6,593,707.10	\$ 3,087,077.60	(1,095,052.44)	\$ 8,585,732.26	See Attached
TOTAL	\$ 17,392,937.00	\$ 3,119,258.26	\$ (3,595,052.44)	\$ 16,917,142.82	

CITY - TOTAL CASH AND INVESTMENT \$ 20,711,093.65

FISCAL AGENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>STATED RATE</u>
BNY MELLON	403,478.74	\$ 403,478.74	\$ 403,478.74	100.00%	0.00%
TOTAL	\$ 403,478.74	\$ 403,478.74	\$ 403,478.74	100.00%	

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>(-) WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
BNY MELLON/ Water 1998 Reserve	531,900.43	954,993.94	(1,486,894.37)	0.00	0.00%
BNY MELLON/ Tax 1998 Reserve Fund	402,691.97	374,454.18	(373,667.41)	403,478.74	0.00%
BNY MELLON/ Fin Auth Water 2003 Reserve	620,781.72	6,468,768.12	(7,089,549.84)	0.00	0.00%
TOTAL	\$ 1,555,374.12	\$ 7,798,216.24	\$ (8,950,111.62)	\$ 403,478.74	

CITY - TOTAL FISCAL AGENT \$ 403,478.74

In compliance with the California Code Section 53646, as the City Treasurer of the City of Sierra Madre, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.

Michael Amerio 2/13/18

Michael Amerio, City Treasurer

Date

City of Sierra Madre Schedule of Investments

#	Investment	Purchase	Maturity	Amount	Annual Interest Rate	Annual Interest Income
1	LAIF (Estimate)	Various	Any time	\$ 8,331,410	1.24%	\$ 103,226
2	US Treasury	4/12/2017	4/15/2018	550,000	0.80%	4,400
3	FHLMC	4/12/2017	4/19/2018	550,000	0.90%	4,950
4	US Treasury	4/12/2017	10/15/2018	1,100,000	0.90%	9,900
5	US Treasury	4/12/2017	1/15/2019	1,100,000	1.00%	11,000
6	US Treasury	4/12/2017	10/15/2019	1,100,000	1.10%	12,100
7	US Treasury	4/12/2017	3/31/2020	1,100,000	1.20%	13,200
8	US Treasury	10/23/2017	10/15/2020	1,100,000	1.55%	17,050
9	US Treasury	10/23/2017	4/30/2021	1,000,000	1.68%	16,800
10	US Treasury	10/23/2017	11/30/2021	1,000,000	1.75%	17,500
	Total			\$ 16,931,410		\$ 210,126

Investment Income Illustration

2015	\$ 20,000
2016	\$ 80,000
Projected Future Investment Income	\$ 210,126

Investment Maturity Illustration

	Annual Maturities
2017	\$ 8,331,410
2018	2,200,000
2019	2,200,000
2020	2,200,000
2021	2,000,000
Total	\$ 16,931,410

City of Sierra Madre
Treasurer's Report
Cash Balances by Fund
For the Quarter Ended December 31, 2017

Fund No.	Fund	Balance			Balance 12/31/17
		10/1/17	Receipts	Disbursements	
10000	General	\$ 6,503,546	\$ 3,011,703	\$ 1,802,196	7,713,053
26002	Misc Grants	(4,926)	10,479	1,267	4,287
32XXX	Assessment Districts	718,474	92,036	13,322	797,188
34002	Development Impact Fees	1,408,187	-	-	1,408,187
34003	Art In Public Places	58,210	-	-	58,210
35003	Police Donations	6,332	300	-	6,632
35004	PSAF	28,977	32,524	-	61,501
35005	State COPS Grant	126,734	67,370	12,320	181,784
36002	Fire Department Donations	10,550	1,160	3,616	8,093
37001	Community Arts Commission	6,204	-	-	6,204
37003	Recreation Donations	45,418	-	-	45,418
37004	Prop A	270,874	53,504	4,866	319,512
37005	Open Space Fund	112,160	12,395	-	124,555
37006	Senior Center	142,938	-	2,662	140,276
37007	SM Community Foundation	40,595	-	434	40,161
37008	Youth Activity Center	59,109	-	-	59,109
37009	Prop C	79,996	43,599	-	123,595
38001	CA Beverage Container	43,232	-	-	43,232
38002	CDBG	7,023	-	-	7,023
38003	AQMD	121,588	3,424	-	125,011
38004	Environmental Fund	(1,063)	25,285	32,374	(8,152)
38005	Gas Tax	(20,304)	64,035	66,604	(22,873)
38006	TDA Fund	(454)	-	797	(1,251)
38007	Measure R	348,784	32,637	-	381,421
38012	Measure M	8,446	35,737	-	44,183
39002	Library Gift & Memorial	184,960	3,240	44,129	144,071
39006	Friends of the Library	(24,741)	18,149	9,227	(15,819)
40000	Capital Projects Fund	881,949	-	39,469	842,480
47000	Low & Mod Housing	2,524	-	-	2,524
50001	Debt Service	10,469	-	-	10,469
50003	Successor Agency	202,963	-	4,618	198,345
60000	Internal Svcs - Fleet	630,045	7,305	204,454	432,895
60001	Internal Svcs - Facilities	1,543,798	562	126,284	1,418,076
60002	Internal Svcs - Admin	518,089	34	201,345	316,778
60003	Internal Svcs - Technology	562,892	6,502	118,680	450,713
60007	IS-Personnel & Risk Mgmt	558,517	1,017,909	851,644	724,783
60008	General Plan Update	96,438	-	-	96,438
71000	Water	1,387,232	2,339,932	833,256	2,893,908
72000	Sewer	1,124,169	226,924	121,397	1,229,696
77001	Aquatics	165,923	18,360	-	184,283
77003	Special Events	(16,621)	4,554	33,550	(45,617)
77004	Movie Details Services	159,873	24,254	23,414	160,713
	TOTALS	\$ 18,109,109	\$ 7,153,910	\$ 4,551,925	\$ 20,711,094

Account	Amount
Local Agency Investment Fund	\$ 8,331,411
Investments Bank of the West - Paribas	8,585,732
Checking - Bank of the West	3,793,951
	\$ 20,711,094

ACCOUNT NO. SIE07689

CITY OF SIERRA MADRE
232 W SIERRA MADRE BLVD
SIERRA MADRE CA 91024

DDA: 041495730
PAGE 1

SAFEKEEPING INVENTORY
12/31/17

CUSIP SETTLE	RATE MATURITY	CALL/PUT SECURITY	INFORMATION DESCRIPTION	RECP#	ORIGINAL COST UNIT/PAR VALUE	INFLATED PAR/ ORIGINAL FACE	MARKET PRICE MARKET VALUE
CLASS: TREASURY NOTES							
912828K25	.750				549,724.33		99.828000000
04/12/17	04/15/18	UST	0.750 04/15/18	033519	550,000.00		549,054.00
912828L81	.875				1,099,588.78		99.352000000
04/12/17	10/15/18	UST	0.875 10/15/18	033520	1,100,000.00		1,092,872.00
912828Q52	.875				1,097,272.76		98.762000000
04/12/17	04/15/19	UST	0.875 04/15/19	033523	1,100,000.00		1,086,382.00
912828T59	1.000				1,097,285.76		98.477000000
04/12/17	10/15/19	UST	1.000 10/15/19	033521	1,100,000.00		1,083,247.00
912828J84	1.375				1,105,593.53		98.828000000
04/12/17	03/31/20	UST	1.375 03/31/20	033522	1,100,000.00		1,087,108.00
912828Z22	1.625				1,100,795.15		99.113000000
10/23/17	10/15/20	UST	1.625 10/15/20	036183	1,100,000.00		1,090,243.00
912828Q78	1.375				988,258.34		97.836000000
10/23/17	04/30/21	UST	1.375 04/30/21	036182	1,000,000.00		978,360.00

(CONT.)



ACCOUNT NO. SIE07689

CITY OF SIERRA MADRE
 232 W SIERRA MADRE BLVD
 SIERRA MADRE CA 91024

DDA: 041495730
 PAGE 2

SAFEKEEPING INVENTORY
 12/31/17

CUSIP SETTLE	RATE MATURITY	CALL/PUT SECURITY	INFORMATION DESCRIPTION	RECPT#	ORIGINAL COST UNIT/PAR VALUE	INFLATED PAR/ ORIGINAL FACE	MARKET PRICE MARKET VALUE
912828U65	1.750				998,024.11		98.606000000
10/23/17	11/30/21	UST	1.750 11/30/21	036181	1,000,000.00		986,060.00
					ORIGINAL COST		
					8,036,542.76		
CLASS: GOVERNMENT AGENCIES					CLASS TOTAL: UNITS/CURRENT FACE	8,050,000.00 MARKET VALUE	7,953,326.00

3137EAEA3	.750				549,189.50		99.816000000
04/13/17	04/09/18	FHLMC	0.750 04/09/18 MTN	033526	550,000.00		548,988.00
					GRAND TOTAL: ORIGINAL COST	8,585,732.26	
					GRAND TOTAL: UNITS/CURRENT FACE	8,600,000.00 MARKET VALUE	8,502,314.00





City of Sierra Madre Agenda Report

*Rachelle Arizmendi, Mayor
Denise Delmar, Mayor Pro Tem
John Capoccia, Council Member
Gene Goss, Council Member
John Harabedian, Council Member*

*Vacant, City Clerk
Michael Amerio City Treasurer*

TO: Honorable Mayor Arizmendi and Members of the City Council

FROM: Vincent Gonzalez, Planning & Community Preservation Director 

REVIEWED BY: Gabe Engeland, City Manager 

DATE: February 27, 2018

SUBJECT: Professional Services Agreement – Hong Tam Structural Engineering Plan Check Services.

SUMMARY

The purpose of this report is to enter into a Professional Services Agreement with Hong Tam, Structural Engineer to administer structural engineering plan check services under the direction of the Director of Planning and Community Preservation. For more than twenty years, Mr. Tam has provided structural plan check services to the City and throughout this duration has demonstrated the range of expertise necessary to carry out the normal functions for structural plan check services and to assure compliance with City adopted Building Codes and related Municipal Code requirements.

The Department previously contracted structural plan check services on a percent fee basis of 75% to the consultant and 25% to the City. This contract has been renegotiated to 60% to the consultant and 40% to the City to ensure equity for all plan check services overseen by the Department, including commercial plan check services by Willdan Engineering.

STAFF RECOMMENDATION

Staff recommends that the City Council enter into a three-year professional services agreement (February 2018 – February 2021) with Hong Tam, Structural Engineer to administer structural engineering residential plan check services on a percentage fee basis and authorize the City Manager to execute such contract in a form acceptable to the City Attorney.

ALTERNATIVES

1. Enter into a three-year professional services contract with Hang Tam, to administer structural engineering residential plan check services on a percentage fee basis (60% to consultant and 40% to the City), and authorize the City Manager to execute the contract in a form acceptable to the City Attorney.
2. Execute a new contract under the terms of the current agreement (75% to consultant and 25% to the City).
3. Prepare a request for proposal to solicit bids from other engineering firms providing similar contract services.

FINANCIAL REVIEW

Under the “percentage of fees” basis, the contract costs will never exceed the permit fee revenue collected. This fee structure accounts for any fluctuation in building permit activity, and ensures full cost recovery for plan check and building inspection services.

CEQA

Environmental Review is not applicable to contracts for professional services.

BACKGROUND

During the last three years, the Planning and Community Preservation Department has experienced a steady stream of building permit activity. The Department anticipates continued activity through the remainder of the 2018 calendar year and future contract years. Hong Tam currently serves as the City’s contract structural plan check engineer for residential construction. Hong Tam has provided this service to the City for approximately 20 plus years and has extensive expertise and experience with City adopted Building Codes and related Municipal Code requirements.

Mr. Tam’s current arrangement with the City is on a 75% of fee basis. In order to achieve parity with all professional design contract services, staff has renegotiated this rate to 60% to the consultant and 40% to the City of all fees collected for residential structural plan check review.

Building Plan Check Revenue

The table below shows the plan check revenue (fees collected) for fiscal year 2015-2017. The information illustrates Hong Tam’s current billing rate at a 75% fee basis, total fees collected, contract cost and City revenue received.

Time Frame	Rate	Fees Collected	Contract Cost	City Revenue
2015	75%	\$85,020.14	\$64,087.60	\$21,232.54
2016	75%	\$73,834.03	\$55,375.52	\$18,458.51
2017	75%	\$70,639.30	\$52,979.48	\$17,659.82

The new renegotiated rate at 60% to the consultant and 40% to the City will yield a 15% increase in revenue to the City.

The Scope of Services and Compensation and Hourly Rate Scheduled are included therein as Exhibit A and Exhibit B attached to the Professional Services Agreement.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Notice of the hearing was published consistent with the requirements of Government Code Section 65090 and 65091 including publication of a notice of public hearing in the local adjudicated newspaper. Notice of the hearing was also published on the City's website at www.cityofsierramadre.com. Copies of this report are available at the City Hall public counter, on the City of Sierra Madre website, and the Sierra Madre Public Library.

Attachment:

Exhibit A – Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS**

(City of Sierra Madre / Hong L. Tam)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”), and Hong L. Tam, a Professional Structural Engineer (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Professional Structural Engineering Services**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. “Scope of Services”: Such professional services as are set forth in Consultant’s **January 2018** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Vincent Gonzalez, Director of Planning & Community Preservation. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.4. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount for services on retainer (phone calls and consultation with clients) under this Agreement is Twelve Hundred Dollars (\$1,200) annually or 100 Dollars (\$100 monthly) excluding reimbursements for routine services (fees paid by residents for plan check services) and extraordinary services (requests from the City Manager to perform onsite inspections and expert evaluations in excess of routine time parameters as described in Attachment A Scope of Services).
- 3.6. “Commencement Date”: February 20, 2018
- 3.7. “Termination Date”: February 20, 2021

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Director of Planning & Community Preservation shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability

arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officials, officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant’s indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant’s proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party,

then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Professional Structural Engineer
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 claim and in the aggregate
\$1,000,000 claim and in the aggregate
- General Liability:
 - General Aggregate: \$1,000,000
 - Products Comp/Op Aggregate \$1,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Sierra Madre must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by

this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Sierra Madre, Attn: Planning & Community Preservation Department, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.
- City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Vincent Gonzalez, Director
City of Sierra Madre
Planning & Community Preservation
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Facsimile: (626) 355-2251

If to Consultant

Hong L. Tam
Professional Structural Engineer
185 S. Mountain Trail Avenue
Telephone: (626) 355-0127

With courtesy copy to:

Teresa L. Highsmith, Esq.
Sierra Madre City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of

Professional Services Agreement – Design Professionals

Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Sierra Madre

“Consultant”
Mr. Hong L. Tam

By: _____
Signature

By: _____
Signature

Printed: Gabriel Engeland

Printed: _____

Title: City Manager

Title: Professional Structural Engineer

Date: _____

Date: _____

Attest:

By: _____
Laura Aguilar, Assistant City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A

STRUCTURAL ENGINEER SCOPE OF SERVICES

A. GENERAL ADMINISTRATIVE FUNCTIONS

The residential plan checker shall administer the functions pertaining to residential plan check review of the structural engineering needs of the City, including but not limited to the following:

- A.1 Be available to consult with staff on all matters relating to engineering.
- A.2 Review all matters pertaining to engineering to insure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interests and are in keeping with City goals, specifications and practices.
- A.3 Establish and maintain effective working relationships with staff and the City's Public Works Director and/or Director of Planning and Community Preservation.
- A.4 Prepare reports, investigations, studies and site inspections/project evaluations as from time to time may be required and directed by the Public Works Director and/or Director of Planning and Community Preservation.
- A.5 Provide technical assistance for City personnel when so directed.
- A.6 Provide engineering support for the enforcement of City ordinances.

B. RESIDENTIAL PLAN CHECK REVIEW

The Structural Engineer shall administer residential development engineering functions of the City, including but not limited to the following:

- B.1 Provide such necessary and related plan check functions as are the normal practice of a structural engineer in the review of private residential development.
- B.2 Provide building construction evaluations to determine that the cost of building permits are properly represented.
- B.3 "Turn-around" plan check time for construction drawings shall generally not exceed ten (10) working days for first plan check after the application has been determined complete. The Engineer shall be responsible for notifying the City staff in writing of any final plan deficiencies specifying those items needed to complete the application.

B.4 "Turn-around" time for plan review recheck shall not exceed five (5) working days per plan check. A maximum of two (2) rechecks is covered under the routine compensation rate identified in Section D.1 below.

C. Extraordinary Services

C.1 At the request of the City, provide onsite inspections, investigations, and expert evaluations as may be necessary from time to time at such rate as described in Section D.3 below.

D. COMPENSATION

D.1 Routine services described in Section A through B above, and Exhibit B-Compensation and Hourly Rate Schedule shall be compensated by 60% of fees collected from the applicant at the time of plan submittal. Consultant shall include with his monthly billing an address for each individual plan check in order to account for accurate cost accounting for each applicant.

D.2 A monthly retainer for services in the amount of \$100 (not to exceed \$1,200 annually) shall be compensated for telephone calls/consultation with clients.

D.3 Should it be found necessary to have general engineering services in excess of the above time parameters described in Section B.2 and B.3 above, the need for "extraordinary services" as described in Section C above shall be evaluated by the City Manager, and if authorized the structural engineer shall be additionally compensated at a rate of \$150.00 per hour as outlined in Exhibit B-Compensation and Hourly Rate Schedule.

EXHIBIT B

COMPENSTATION AND HOURLY RATE SCHEDULE

RESIDENTIAL PLAN CHECK REVIEW SERVICES AS DESCRIBED IN THE PROFESSIONAL SERVICES AGREEMENT:	60% of City plan check fee
MONTHLY RETAINER FOR SERVICES AS DESCRIBED IN THE PROFESSIONAL SERVICES AGREEMENT:	\$100/month (Not to exceed \$1,200 annually)
STRUCTURAL ENGINEER RATE FOR ADDITIONAL SERVICES:	\$150/hour Additional services may include onsite inspections, investigations, and expert evaluations.



City of Sierra Madre Agenda Report

*Rachelle Arizmendi, Mayor
Denise Delmar, Mayor Pro Tem
John Capoccia, Council Member
Gene Goss, Council Member
John Harabedian, Council Member*

*Vacant, City Clerk
Michael Amerio, City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Marcie Medina, Assistant City Manager *MW*

REVIEWED BY: Gabriel Engeland, City Manager *Goss*

DATE: February 27, 2018

SUBJECT: Comprehensive Annual Financial Report (CAFR) for Fiscal Year Ended June 30, 2017

SUMMARY

Attached is the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2017, and related reports: Auditor's Report on Internal Control and Compliance Matters, SAS 14 Letter, and GANN Limit Report.

ANALYSIS

The City's independent auditors, Rogers, Anderson, Malody & Scott, LLP, Certified Public Accountants, has concluded their annual financial audit of the City for the fiscal year ended June 30, 2017 and issued an unmodified Auditor's Report.

The attached CAFR adheres to the guidelines of the Governmental Accounting Standards Board (GASB) Statements in effect at the time of issuance of the report.

FINANCIAL REVIEW

There is no fiscal impact from this action.

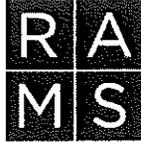
PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of the report are available via the City's website at www.cityofsierramadre.com, at the City Hall public counter, and the Sierra Madre Public Library.

STAFF RECOMMENDATION

It is recommended that City Council receive and file the FY 2016-2017 Comprehensive Annual Financial Report and related reports.

Attachments: CAFR for the Fiscal Year Ended June 30, 2017
Auditor's Report on Internal Control and Compliance Matters
SAS 114 Letter
GANN Limit Report



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**REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Independent Auditor's Report

To the Honorable Mayor and Members of City Council
Sierra Madre, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Sierra Madre (the City), as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 30, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.



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Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the city's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 30, 2018



ROGERS, ANDERSON, MALODY & SCOTT, LLP
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To the Honorable City Council
City of Sierra Madre
232 W. Sierra Madre Boulevard
Sierra Madre, CA 91024

We have audited the financial statements of the City of Sierra Madre (the City) as of and for the year ended June 30, 2017, and have issued our report thereon dated January 30, 2018. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated June 19, 2017, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.



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Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2017. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the fair value of investments is based on information provided by financial institutions. We evaluated the key factors and assumptions used to develop the fair value of investments in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of capital asset depreciation is based on historical estimates of each capitalized item's useful life. We evaluated the key factors and assumptions used to develop the estimated useful lives in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the asset for other post-employment benefits (OPEB) is based on actuarial reports provided by independent actuaries. We evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the net pension liability, related deferred inflows and outflows and pension expense are based on actuarial reports provided by independent actuaries. We evaluated the key factors and assumptions used to develop that it is reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to:

The disclosure of fair value of investments in the notes to the financial statements represents amounts susceptible to market fluctuations.

The disclosure of accumulated depreciation in the notes to the financial statements is based on estimated useful lives which could differ from actual useful lives of each capitalized item.

The disclosure of the other post-employment benefits (OPEB) in the notes to the basic financial statements identifies the net OPEB asset, the annual OPEB cost and the funded status of the actuarial accrued liability. The information disclosed is based on actuarial assumptions which could differ from actual costs.

The disclosure of net pension liability, deferred inflows and outflows and pension expense in the notes to the financial statements are based on actuarial assumptions. Actual future liabilities, deferred inflows and outflows and pension expense may vary from disclosed estimates.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no such misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated January 31, 2018.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the City's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have:

We applied certain limited procedures to the required supplementary information (RSI), as listed in the basic financial statements table of contents, which are required information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual nonmajor fund financial statements, the budgetary comparison schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

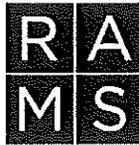
We were not engaged to report on the transmittal letter and statistical section, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 30, 2018



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***Independent Accountant's Report on
Agreed-Upon Procedures Applied to the
Appropriations Limit Worksheet***

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The Honorable City Council
City of Sierra Madre, California

We have performed the procedures enumerated below, which were agreed to by management of the City of Sierra Madre, California (the City) on the Appropriations Limit Worksheet for the year ended June 30, 2017. The City's management is responsible for the Appropriations Limit Worksheet. The sufficiency of these procedures is solely the responsibility of the parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures enumerated below either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and our findings were as follows:

1. We obtained the completed worksheets and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned documents to those that were selected by a recorded vote of the City Council.

Finding: No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit worksheet, we added last year's limit to total adjustments and agreed the resulting amount to this year's limit.

Finding: No exceptions were noted as a result of our procedures.

3. We agreed the current year information presented in the accompanying Appropriations Limit Worksheet to the other documents referenced in number one above.

Finding: No exceptions were noted as a result of our procedures.



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4. We agreed the prior year appropriations limit presented in the accompanying Appropriations Limit Worksheet to the prior year appropriations limit adopted by the City Council during the prior year.

Finding: No exceptions were noted as a result of our procedures.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the Appropriations Limit Worksheets for the year ended June 30, 2017. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the City Council and management of the City of Sierra Madre, California, and is not intended to be and should not be used by anyone other than these specified parties.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 31, 2018

**City of Sierra Madre
APPROPRIATIONS LIMIT COMPUTATION
2016 – 2017**

	<u>2016 – 2017</u>
Per Capita Personal Income Change	5.37%
Population Change	0.34%
City Population Growth	.
CPI Change Converted to a Ratio	1.0537
Population Change Converted to a Ratio	1.0034
2015 – 2016 Limit	<u>\$ 9,361,862</u>
2016 – 2017 Appropriations Limit (\$9,361,862 x 1.0537 x 1.0034)	<u>\$ 9,898,134</u>



City of Sierra Madre Agenda Report

Rachelle Arizmendi, Mayor
Denise Delmar, Mayor Pro Tem
John Capoccia, Council Member
Gene Goss, Council Member
John Harabedian, Council Member

Vacant, City Clerk
Michael Amerio City Treasurer

TO: Honorable Mayor Arizmendi and Members of the City Council

FROM: Vincent Gonzalez, Planning & Community Preservation Director 

REVIEWED BY: Gabe Engeland, City Manager 

DATE: February 27, 2018

SUBJECT: FIRST READING OF ORDINANCE NO. 1396 AMENDING TITLE 17, CHAPTER 17.56 – NONCONFORMING USES ORDINANCE AND CHAPTER 17.82 HISTORIC PRESERVATION ORDINANCE.

SUMMARY

The City Council directed staff to seek a recommendation from the Planning Commission regarding amendments to the City's Nonconforming Uses Ordinance for consideration by the Council. This ordinance, codified under Chapter 17.56 of the Sierra Madre Municipal Code, regulates land uses and structures that were conforming at the time of their establishment and/or construction, but have since become non-conforming due to amendments to the City's zoning code. At the meeting on August 3, 2017, the Planning Commission began their discussion regarding potential amendments to the Nonconforming Uses Ordinance. The Planning Commission appointed a subcommittee which was tasked with providing recommendations for a complete overhaul of Chapter 17.56. The subcommittee also recommended revisions to the Historic Preservation Ordinance (Chapter 17.82) regarding adaptive reuse of structures in residential zones. The Planning Commission reviewed and discussed the draft recommendations from the subcommittee at their meetings on August 3, August 17, November 2, and November 16, 2017. At the December 14, 2017 meeting, the Planning Commission unanimously recommended approval of Municipal Code Text Amendment No. 17-07 to the City Council.

Staff is recommending approval of the Municipal Code Text Amendment 17-07. Ordinance 1396 is attached herein as Exhibit A.

STAFF RECOMMENDATION

Staff recommends that the City Council introduce, waive reading in full, and authorize reading by title only of Ordinance No. 1396, Municipal Code Text Amendment 17-07 (MCTA 17-07) attached herein as Exhibit A, amending Title 17, Chapter 17.56 –

FOR CITY COUNCIL AGENDA _____

ITEM NUMBER_ 2 _

Nonconforming Uses Ordinance and Chapter 17.82 – Historic Preservation Ordinance, pursuant to Planning Commission Resolution 17-10 attached herein as Exhibit B.

ALTERNATIVES

The City Council can consider the following alternatives:

1. Adopt Ordinance 1396 recommending approval of MCTA 17-07, pursuant to Planning Commission Resolution 17-10.
2. Adopt Ordinance 1396 recommending approval with modifications.
3. Recommend denial stating the reasons for denial.
4. Continue the matter and provide direction to Staff.

FINANCIAL REVIEW / SOURCE OF FUNDING

There is no financial impact related to the proposed code text amendments to Title 17, Chapter 17.56 and Chapter 17.82. Staff time was incurred in the preparation of the report and draft ordinance.

ANALYSIS

The Nonconforming Uses Ordinance, codified under Chapter 17.56 of the Sierra Madre Municipal Code, regulates land uses and structures that were conforming at the time of their establishment and/or construction, but have since become nonconforming due to amendments to the City's zoning code. However, the adopted ordinance is inadequate in addressing a variety of nonconforming issues that commonly arise, it has not been updated for many years, and is difficult to apply in most instances, therefore hindering the ability of property owners to use and improve existing buildings that have become nonconforming over time. Consequently, the City Council directed staff to seek Planning Commission input regarding amendments to correct these deficiencies.

In addition, the Implementation Program adopted as part of the 2015 General Plan Update requires that the ordinance be amended in 2017 pursuant to the following Implementation Measure:

IM-44 The City shall amend the Nonconforming Uses Ordinance (SMMC Chapter 17.56) as necessary to allow reconstruction of existing non-conforming structures that must be replaced due to deterioration or hazard such as fire and earthquakes. (2017)

Appointment of Subcommittee

At the regular meeting held on August 17, 2017, the Planning Commission formed a three-member subcommittee that included Chair Spears and Members Hutt and Frierman-Hunt. The subcommittee was tasked with providing recommendations for a

complete overhaul of Chapter 17.56 as it was agreed that the existing ordinance was extremely inadequate in addressing most of the nonconforming issues that come before staff on a normal basis. To help inform the discussion, staff provided a list of nonconforming issues that it recommended be addressed in the revised ordinance, and provided a number of sample ordinances from other cities, including the City of Pasadena, which the Commission felt would be a good template for the amended ordinance due to its comprehensiveness and formatting.

The subcommittee also recommended revisions to the Historic Preservation Ordinance (Chapter 17.82) regarding adaptive reuse of structures in residential zones.

The Planning Commission reviewed and discussed the draft recommendations from the subcommittee at their meetings on November 2, and November 16, 2017; at the last meeting, the Commission directed staff to return with a draft ordinance incorporating all of the changes agreed upon and a draft resolution for their review and recommendation to the City Council.

Nonconforming Uses Ordinance – Chapter 17.56

The Commission is recommending an extensive overhaul of the existing ordinance to cover a wide range of nonconforming issues that staff is asked to address on an ongoing basis, and which are not included in the adopted ordinance. The amended ordinance includes sections specifying the purpose and applicability of the ordinance, restrictions on nonconforming uses and structures, continuation and abatement of uses and structures, reconstruction after involuntary damage, limitations on alterations and/or additions to nonconforming uses and structures, exemptions from nonconforming determination, nonconformance with respect to conditional use permit requirements, and regulations regarding unlawful uses and structures as well as nuisance abatement. The existing sections regarding public utility exemptions and nonprofit organizations/places of worship were slightly revised but generally maintained in the amended ordinance.

Historic Preservation Ordinance – Chapter 17.82

In addition to addressing nonconforming uses, the Commission is also recommending a few changes to the section on adaptive reuse of historic structures, including amendments to Section 17.82.030 (“Definitions”) allowing the adaptive reuse of multifamily historic properties up to 12 units as bed and breakfast inns (the ordinance currently limit allowable conversions to single-family homes), and to require an innkeeper for this type of use; this amendment makes the ordinance consistent with a recent amendment to the R-3 zoning ordinance.

The amendments also include the expansion of potential adaptive reuses to allow commercial uses such as small entrepreneurial business, service and professional offices as adaptive reuse of historic residential structures under Section 17.82.065

(“Conversion of single-family residences to bed and breakfast inns”), subject to the approval of a conditional use permit; the title of the section would also be revised to “Adaptive reuse of historic landmarks”.

PURPOSE OF AMENDMENTS AND CONSISTENCY WITH THE GENERAL PLAN

The amendments are generally consistent with the goals, policies, and objectives of the General Plan in that they would help the preservation of the City’s distinct character by providing for the upgrade and preservation of existing structures and uses and promoting the health and safety of the community.

ENVIRONMENTAL (CEQA)

Adoption of the amendments qualify for an exemption from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations as it can be seen with certainty that there is no possibility that the adoption of this ordinance may have a significant effect on the environment, because it will provide regulations to help retain existing structures and uses in place, and impose certain limitations on their expansion; the amendments also apply to conversion of historic residential structures and are exempt for numerous reasons: all historic landmarks in the city that are single- or multi-family residences are located in residentially zoned areas; given the limited number of such structures, the number of conversions should be extremely limited; such conversions should include few, if any, modifications to the exterior of such structures, and only if such changes would not be detrimental to the historic or architectural character of the historical landmark.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Notice of the hearing was published consistent with the requirements of Government Code Section 65090 and 65091 including publication of a notice of public hearing in the local adjudicated newspaper. Notice of the hearing was also published on the City’s website at www.cityofsierramadre.com. Copies of this report are available at the City Hall public counter, on the City of Sierra Madre website, and the Sierra Madre Public Library.

Attachments:

- Exhibit A: City Council Ordinance 1396
- Exhibit B: Planning Commission Resolution 17-10
- Exhibit C: Nonconforming Uses Ordinance – Chapter 17.56 (Existing)
- Exhibit D: Historic Preservation Ordinance – Chapter 17.82 (Redlined)

ATTACHMENT A

ORDINANCE NO. 1396

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE AMENDING CHAPTER 17.56 NONCONFORMING USES ORDINANCE AND CHAPTER 17.82 HISTORIC PRESERVATION ORDINANCE.

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 17.56 ("Nonconforming Uses") of Title 17 ("Zoning") is hereby amended to read as follows:

Chapter 17.56 – Nonconforming Uses and Structures

Sections:

- 17.56.010 - Purpose of Chapter
- 17.56.020 - Application of Regulations
- 17.56.030 - Restrictions on Nonconforming Uses and Structures
- 17.56.040 - Continuation of Nonconforming Uses and Structures
- 17.56.050 - Limitation on Other Uses
- 17.56.060 - Abatement and Termination
- 17.56.070 - Repair and Maintenance
- 17.56.080 - Alterations and/or Additions to Nonconforming Uses and Structures
- 17.56.090 - Exemptions and Exceptions
- 17.56.100 - Uses Requiring Conditional Use Permits
- 17.56.110 - Condemnation of a Portion of a Lot
- 17.56.120 - Nonprofit organizations and places of worship.
- 17.56.130 - Unlawful Uses and Structures
- 17.56.140 - Nuisance Abatement

17.56.010 - Purpose of Chapter

This chapter establishes uniform provisions for the regulation of nonconforming land uses and structures.

- A. Within the zoning districts established by this title, there exist land uses and structures that were lawful before the adoption or amendment of this title, but which would be prohibited, regulated, or restricted differently under the current terms of this title or under future amendments.
- B. It is the overall intent of this chapter to regulate the long-term continuance of nonconformities and to:
 - 1. Limit the number and extent of specific nonconforming uses and structures that conflict with the provisions of this title by prohibiting their reestablishment after abandonment or, in some cases, their enlargement;

2. Allow for the reconstruction of nonconforming structures that are involuntarily damaged or destroyed, with certain limitations and regulations;
3. Allow for the continuation and maintenance of specific nonconforming uses and structures;
4. Establish procedures and criteria for evaluating the allowable enlargement of specific nonconforming uses and structures;
5. Limit the alteration, enlargement, or relocation of nonconforming structures in a manner that would further increase the difference between existing nonconforming conditions and the current provisions of this title; and
6. Ensure that current building and zoning standards do not unreasonably inhibit the adaptive reuse of existing structures or their seismic and other structural upgrading.

17.56.020 - Application of Regulations

The provisions of this chapter shall apply to all nonconforming uses and structures located within any zoning district in the City. This chapter does not apply to land uses and structures that were illegally established, constructed, or modified. These are instead subject to code enforcement and nuisance abatement provisions of this code.

17.56.030 - Restrictions on Nonconforming Uses and Structures

The following provisions shall apply to all nonconforming uses and structures existing as of the effective date of this chapter:

A. Maintained and continued.

1. Nonconforming use. A nonconforming use may be maintained and continued; provided there is no increase or enlargement of the area, space, or volume occupied or devoted to the nonconforming use, except as allowed by this chapter.
2. Nonconforming structure. A nonconforming structure may be maintained and continued; provided there is no physical change other than necessary maintenance and repair to the structure, except as allowed by this chapter.

B. Change of use. Any part of a structure or land occupied by a nonconforming use which is changed to or replaced by a conforming use shall not again be used or occupied by a nonconforming use.

C. Replacement of a nonconforming use prohibited. The nonconforming use of a structure or site shall not be changed to another nonconforming use.

17.56.040 - Continuation of Nonconforming Uses and Structures

Each and every nonconforming use or structure may be continued and maintained, provided that there is no addition, alteration, or enlargement to any use or structure, except as allowed by this chapter, or unless ordered discontinued, modified, or removed as a public nuisance.

17.56.050 - Limitation on Other Uses

So long as a nonconforming use or structure exists upon a lot, no new use or structure may be constructed, established, or installed on the lot, except as allowed by this chapter.

17.56.060 - Abatement and Termination

Nonconforming uses and structures shall be subject to abatement and termination of the use, in the following manner:

A. Termination for violation of or change of use. Whenever any of the following facts are found to exist with reference to a nonconforming use, the nonconforming protection/benefits provided by this chapter shall cease, and the use shall be abated, except as otherwise allowed by this chapter.

1. Material violation of any applicable law;
2. A change from a nonconforming use to another nonconforming use;
3. A change from a nonconforming use to a conforming use;
4. An increase or enlargement of the area, space, or volume of the structure or land occupied by or devoted to the nonconforming use. No new additions or alterations shall increase existing nonconformities; or
5. A structural alteration, except as required by law.

B. Termination of nonconforming uses by discontinuance.

1. Without any further action by the City, a nonconforming use shall lose its nonconforming status and shall not be reestablished if the nonconforming use is discontinued for any reason for a continuous period of at least 24 months.
2. A nonconforming use within a structure shall also lose its nonconforming status if the structure is demolished or removed from the site.
3. The determination of discontinuance (aka abandonment) shall be supported by evidence, satisfactory to the director (e.g. the actual removal of equipment, furniture, machinery, structures, or other components of the nonconforming use and not replaced, the turning off of the previously connected utilities, or where there are no business receipts/records or any necessary licenses available to provide evidence that the use is in continual operation).
4. In an appeal of the director's determination that the use has lost its nonconforming status by discontinuance, the appellant shall be required to present evidence satisfactory to the director showing that the use is in continual operation.
5. The use of the site after the discontinuance or removal of a nonconforming use shall comply with all current requirements of this title and the subject zoning district.

17.56.070 - Repair and Maintenance; Reconstruction after Involuntary Damage

A. Ordinary repair and maintenance.

1. Ordinary repair and maintenance may be performed on a structure or site, the use of which is nonconforming; and
2. Ordinary repair and maintenance of a nonconforming structure shall be allowed.

B. As used in this chapter:

1. "Involuntary damage" shall mean involuntary damage or destruction of a structure, either in whole or in part, by a catastrophic event (e.g., fire or other calamity, by act of God, or by the public enemy) or over the course of time (e.g., termite infestation, dry rot, or mold).
2. "Date of involuntary damage" shall mean the date of the catastrophic event that caused the involuntary damage, or for involuntary damage caused over time, the date that the City deems the damaged structure to be unsafe or irreparably deteriorated.

C. Nonresidential uses or structures. Whenever a nonconforming nonresidential structure or a structure occupied by a nonconforming use is involuntarily damaged:

1. The structure may be repaired, reconstructed or replaced with a new structure, and its use resumed, provided that:
 - a. The applicant provides documentation satisfactory to the director supporting the claim that the damage occurred involuntarily;
 - b. The replacement structure matches the original structure in terms of exterior materials, height, setbacks, size and building configuration;
 - c. The replacement structure is in compliance with the City's adopted building code; and
 - d. A building permit for the reconstruction is issued within 24 months after the date of involuntary damage and the construction is diligently pursued to completion.
2. If the preceding requirements are not met, the replacement structure shall comply with all current requirements of this code in effect on the date a building permit is issued.

D. Residential uses or structures.

1. Nonconforming single- and multi-family dwelling units (including the residential component of a mixed-use project) that have been involuntarily damaged may be repaired, reconstructed or replaced with a new structure using the same development standards applied to the damaged or destroyed structures (e.g., setbacks, square footage, building height, and density standards) in compliance with State law (including Government Code Section 65852.25), provided:
 - a. The applicant provides documentation satisfactory to the director supporting the claim that the damage occurred involuntarily;
 - b. No expansion of the gross floor area occurs;
 - c. The replacement structure is in compliance with City's adopted building code; and
 - d. A building permit is issued within 24 months after the date of involuntary damage and the construction is diligently pursued to completion.
2. If the preceding requirements are not met, the replacement structure shall comply with all current requirements of this code in effect on the date a building permit is issued.

17.56.080 - Alterations and/or Additions to Nonconforming Uses and Structures

Nothing in this chapter shall be deemed to prevent the construction, enlargement, expansion, extension, or reconstruction (hereafter referred to as "work") of a nonconforming use or structure in the following manner:

- A. Elimination of nonconformity. The work shall be allowed in order to render the use or structure in conformity with this title;
- B. Reduction of nonconformity. Work that reduces, but does not entirely eliminate a nonconformity, shall be allowed in the following circumstances:
 - 1. Work which reduces the nonconformity of residential setbacks shall be allowed provided that the modified setback is at least ten feet if in the front yard, five feet if in the rear yard, and three feet if in the side yard; or
 - 2. Any other work provided that an administrative design review permit covering such work is approved in accordance with Chapter 17.60.
- C. Compliance with laws. The work shall be allowed in order to comply with any law enacted after December 31, 2017.
- D. Seismic retrofitting/building code compliance. Repairs or alterations otherwise required by law shall be allowed in the following circumstances:
 - 1. Reconstruction required to reinforce unreinforced masonry structures shall be allowed, provided the retrofitting is limited exclusively to compliance with earthquake safety standards in compliance with Chapter 15.44 (Earthquake Hazard Reduction in Existing Buildings); and
 - 2. Reconstruction required to comply with the City's adopted building code requirements shall be allowed, provided the retrofitting/code compliance is limited exclusively to compliance with earthquake safety standards and/or other applicable building code requirements, including State law (e.g., Title 24, California Code of Regulations, etc).
- E. Alteration or enlargement of a nonconforming structure.
 - 1. A nonconforming structure shall not be altered or enlarged so as to further increase the difference between existing conditions and the current development standards identified for the subject zoning district, unless a variance is obtained in compliance with Chapter 17.60. Alteration and enlargement may occur, but only in compliance with the current applicable development standards, or as otherwise allowed in this section.
 - 2. A nonconforming structure shall not be enlarged or moved unless the enlargement or new location conforms to the current development standards identified for the subject zoning district, or as otherwise allowed in this section.
- F. Alteration or enlargement of a nonconforming use shall require a permit.
 - 1. A nonconforming use may not be altered or enlarged unless a minor conditional use permit is first obtained, in accordance with Chapter 17.60.

2. The use shall comply with the performance standards and applicable development standards for the subject zoning district.
3. There shall be no expansion of a nonconforming use onto an additional lot, adjacent or otherwise.

G. Conforming Uses. A conforming use may be established, expanded and/or enlarged notwithstanding that a nonconforming structure (or on a lot with multiple uses, a nonconforming use) is located upon the same lot as such conforming use.

17.56.090 - Exemptions and Exceptions

- A. Nonconformance with loading, parking, screening standards, and residential density. A use that does not conform with the loading, parking, planting area, screening standards or residential density of the zoning district in which it is located shall not be deemed a nonconforming use solely for these reasons.
- B. Parking requirements for reuse of existing structures and residential additions.
 1. In order to meet required parking pursuant to Chapter 17.68 or otherwise by this code, a nonresidential use occupying an existing structure (whether conforming or nonconforming) shall be credited with the largest number of parking spaces of:
 - a. The actual number of parking spaces provided;
 - b. The number of parking spaces required for the use last occupying the structure or applicable portion thereof; or
 - c. For uses in the C zone occupying under 2,500 square feet of floor area, the number of parking spaces required for the proposed use.
 2. A nonresidential use occupying an existing structure (whether conforming or nonconforming) which is credited with fewer than the number of parking spaces required pursuant to Chapter 17.68 or otherwise by this code may nonetheless be approved with a minor conditional use permit in accordance with Chapter 17.60 upon the additional finding by the reviewing authority that such parking deficit will not unreasonably overload street parking or public parking facilities nor create a nuisance.
 3. An addition or alteration to an existing residential structure for which additional parking spaces are required pursuant to Chapter 17.68 or otherwise by this code but does not provide any or all of such additional parking spaces may nonetheless be approved with a minor conditional use permit in accordance with Chapter 17.60 upon the additional finding by the reviewing authority that such parking deficit will not unreasonably overload street parking or public parking facilities nor create a nuisance.
- C. Public utilities exempt. The foregoing provision of this chapter concerning the required removal of nonconforming uses and structures, and the reconstruction of nonconforming structures partially damaged or destroyed, shall not apply to a public utility structure that distributes a utility service (e.g., electric distribution and transmission substations, gas storage, metering, and valve control stations, steam electric generating stations, water wells and pumps, etc.); nor shall any provision of this chapter be construed or applied to prevent the expansion, modernization, or replacement of public utility structures, equipment, and features as

are used directly for the delivery of or distribution of the service; provided that this section shall not exempt the uses from the provisions of this chapter covering nonconformity of the uses or structures not immediately related to the direct service to consumers (e.g., storage yards, warehouses, etc.).

17.56.100 - Uses Requiring Conditional Use Permits

Notwithstanding the other provisions of this code, no use identified in this title as a "conditional use" that was lawfully in existence as of the effective date of these regulations, shall be deemed nonconforming solely by reason of the application of the minor conditional use permit/conditional use permit procedural requirements, in compliance with Chapter 17.60; provided, that:

- A. Use allowed with use permit approval. A land use that was legally established without a use permit, but would be required by current code provisions to have minor conditional use permit or conditional use permit approval, shall not be altered or enlarged in any way unless the applicable use permit is first obtained.
- B. Use no longer allowed with use permit approval. A land use that was established with minor conditional use permit or conditional use permit approval, but is not allowed with such approval by the current code, may continue only in compliance with the original use permit. If the original use permit specified a termination date, then the use shall terminate in compliance with the requirements of the use permit.

17.56.110 - Condemnation of a Portion of a Lot

- A. Failure to meet minimum requirements. A nonconforming structure located on property acquired for public use may be relocated on the same lot even though the current minimum lot area or setback requirements of this title cannot reasonably be complied with. Where a part of the structure is acquired for public use, the remainder of the structure may be reconstructed, remodeled, or repaired with the same or similar kind of materials used in the existing structure. However, the materials shall conform to the requirements of the City's adopted building code.
- B. Involuntary damage. A nonconforming structure, or portion thereof, located on the lot remaining after acquisition of the property for public use which is thereafter involuntarily damaged, may be rebuilt or reconstructed on the same lot even though the current minimum lot area or setback requirements of this title cannot reasonably be complied with. However, the floor area and cubical contents of the structure, or portion thereof, shall not be increased.
- C. Does not apply to uses. The provisions of this section shall not apply to a nonconforming use existing at the time of acquisition of the property for public use.

17.56.120 - Institutional Uses.

Institutional uses in commercial zones, in existence on November 8, 1994, shall be permitted to remain subject to conditions of existing conditional use permits or other

approvals, as long as the use is continued in existing facilities or is for expansion on properties upon which such existing facilities are located.

17.56.130 - Unlawful Uses and Structures

- A. Violations. Uses and structures that did not comply with the applicable provisions of this title or prior planning and zoning regulations when established are violations hereof and are subject to code enforcement and nuisance abatement provisions of this code.
- B. Illegal uses and structures prohibited. This chapter does not grant any right to continue occupancy of property containing an illegal use or structure.
- C. Permits required. The illegal use or structure shall not continue unless/until permits and entitlements required by this code are first obtained.

17.56.140 - Nuisance Abatement

In the event that a nonconforming use or structure is found to constitute a public nuisance, appropriate action shall be taken by the City, in compliance with Chapter 8.16 and other applicable codes and laws.

SECTION 2. Section 17.82.030 (“Definitions”) of Chapter 17.82 (“Historic Preservation”) of Title 17 (“Zoning”), is hereby amended to read as follows:

“Bed and breakfast inn” is a hotel that: (i) if in a converted single-family dwelling, has up to six units for transients, or if in a converted multi-family property, has up to twelve units for transients; (ii) has one unit for resident innkeeper(s); and (iii) which may include food or drinking service as permitted by a conditional use permit. The terms “hotel” and “transient” in this definition have the same definitions as set forth in Chapter 5.50, “Uniform Transient Occupancy Tax.”

SECTION 3. Section 17.82.065 (“Conversion of single family residences to bed and breakfast inns”) of Chapter 17.82 (“Historic Preservation”) of Title 17 (“Zoning”), is hereby amended to read as follows:

17.82.065 – Adaptive reuse of historic landmarks.

Notwithstanding any other provision of this code to the contrary, any historic landmark in a residential zone may be converted into a bed and breakfast inn, small entrepreneurial business, or service or professional office if a conditional use permit is issued in accordance with Chapter 17.60 and if all of the following additional findings are made:

- A. The proposed use will be consistent with the historic preservation objectives of the general plan,
- B. The proposed use will not be detrimental to the historic or architectural character of the historic landmark, and
- C. The proposed use is compatible with the neighborhood in which it is located.

SECTION 4. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared by a court of competent jurisdiction to be

unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 5. Continuity. To the extent the provisions of this ordinance are substantially the same as previous provisions of the Sierra Madre Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

SECTION 6. CEQA Finding. The City Council hereby finds that adoption of the amendments qualify for an exemption from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations as it can be seen with certainty that there is no possibility that the adoption of this Ordinance may have a significant effect on the environment, because it will provide regulations to help retain existing structures and uses in place, and impose certain limitations on their expansion; the amendments also apply to conversion of historic residential structures and are exempt for numerous reasons: all historic landmarks in the city that are single- or multi-family residences are located in residentially zoned areas; given the limited number of such structures, the number of conversions should be extremely limited; such conversions should include few, if any, modifications to the exterior of such structures, and only if such changes would not be detrimental to the historic or architectural character of the historical landmark.

SECTION 7. Effective Date. This ordinance is adopted by the City Council and shall take effect 30 days after adoption. This Ordinance and the City Clerk's certification, together with proof of publication, shall be entered in the Book of Ordinances of the City Council.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED, this ____ day of _____, 2018

Rachelle Arizmendi, Mayor

ATTEST:

Laura Aguilar, Assistant City Clerk

I, Laura Aguilar, Assistant City Clerk of the City of Sierra Madre, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Sierra Madre held on the ____ day of _____ 2018, and was adopted at its regular meeting of _____, 2018 by the following vote:

AYES:

NOES

ABSTAIN:

ABSENT:

ATTACHMENT B

RESOLUTION 17-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE RECOMMENDING TO THE CITY COUNCIL APPROVAL OF ORDINANCE NO. 1396 AMENDING CHAPTER 17.56 NONCONFORMING USES ORDINANCE AND CHAPTER 17.82 HISTORIC PRESERVATION ORDINANCE.

WHEREAS, the City Council adopted a General Plan Update in July 2015 and as part of the General Plan Implementation Program, the City is currently in the process of amending various ordinances in the Municipal Code, including the Nonconforming Uses Ordinance;

WHEREAS, the existing Nonconforming Uses Ordinance was adopted to regulate nonconforming uses in the City in consideration of the fact that within all zones in the city, there exist land uses and structures that were lawful before the adoption or amendment of the zoning code, but which would be prohibited, regulated, or restricted under the current zoning requirements; and

WHEREAS, in the process of reviewing the existing ordinance, the Planning Commission has determined that it is inadequate in addressing a variety of non-conforming issues that commonly arise, it has not been updated for many years, and is difficult to apply in most instances, therefore hindering the ability of property owners to use and improve existing buildings that have become nonconforming over time; and

WHEREAS, the fully amended ordinance provides a detailed list of requirements to address those issues and regulate the long-term continuance of nonconformities of uses and structures;

WHEREAS, the Planning Commission has also determined that in the interest of promoting and encouraging the protection of historic resources in the City and to ensure consistency with the R-3 Multiple Family Zone Ordinance, the Historic Preservation Ordinance should be amended to allow the adaptive reuse of multifamily historic properties as bed and breakfast inns up to 12 units; and

WHEREAS, the Planning Commission also determined that limited commercial uses such as small entrepreneurial business, service and professional offices, should be allowable as adaptive reuse of historic residential structures subject to the approval of a conditional use permit; and

WHEREAS, the Planning Commission discussed these revisions at four meetings and wish to recommend to the City Council the subject municipal code text amendment as the proposed changes will help preserve the City's existing buildings and uses, including those that are historically designated by expanding the opportunities for their adaptive reuse; and

WHEREAS, The amendments are generally consistent with the goals, policies, and objectives of the General Plan in that they would help the preservation of the City's distinct character by providing for the upgrade and preservation of existing structures and uses and promoting the health and safety of the community; and

WHEREAS, the Planning Commission has received the report and recommendations of staff; and

WHEREAS, the Planning Commission finds that adoption of the amendments qualify for an exemption from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations as it can be seen with certainty that there is no possibility that the adoption of this Ordinance may have a significant effect on the environment, because it will provide regulations to help retain existing structures and uses in place, and impose certain limitations on their expansion; the amendments also apply to conversion of historic residential structures and are exempt for numerous reasons: all historic landmarks in the city that are single- or multi-family residences are located in residentially zoned areas; given the limited number of such structures, the number of conversions should be extremely limited; such conversions should include few, if any, modifications to the exterior of such structures, and only if such changes would not be detrimental to the historic or architectural character of the historical landmark; and

WHEREAS, notice was duly given of the public hearing on the matter, which public hearing was held before the Planning Commission on December 14, 2017, with all testimony being received being made part of the public record; and

NOW, THEREFORE, in consideration of the evidence received at the public hearing, and for the reasons discussed by the Commissioners at said hearing, the Planning Commission resolves as follows:

Recommend that the City Council approve the ordinance attached hereto as Exhibit A amending Chapters 17.56 and 17.82 of the Municipal Code.

APPROVAL RECOMMENDED, this 14 day of December 2017, by the following vote:

AYES: 6
NOES: 0
ABSENT: 1 (Pevsner)
ABSTAIN: 0



Bob Spears
Chair, Planning Commission

ATTEST:



Vincent Gonzalez
Director, Planning & Community Preservation

ATTACHMENT C

Existing Chapter 17.56 - NONCONFORMING USES

Sections:

17.56.010 - Nonconforming use limits.

While a nonconforming use exists on any lot, no additional use may be established thereon, even though such use would be a conforming use.

(Prior code § 9775)

17.56.020 - Removal of nonconforming buildings or change in status of nonconforming use.

If any nonconforming building is removed, every future use of the land on which the building is located shall conform to the provisions of this chapter. If a nonconforming use vacates and is succeeded by another and more restrictive use, it is presumed that the heavier nonconforming use has ended and thereupon immediately loses any vested right as such.

- A. If the substitute use is itself nonconforming, the degree of nonconformity shall not subsequently be increased by changing to a less restricted use.
- B. Required accessory buildings (garages, carports, etc.) which become nonconforming or are removed, destroyed or demolished by "act of God," "city abatement," or mandated or voluntary "rehabilitation" must be reconstructed and be made whole and conforming within one hundred eighty days of such nonconformity.
- C. Sites rendered nonconforming by reason of the conditions of subsections A and B of this section and by reason of the application of this section to such site, where same has occurred within the last thirty months (two and one-half years), shall conform with the provisions of this chapter within twelve months (one year) of the effective date of this chapter.

(Ord. 1011 § 1, 1983: prior code § 9776)

17.56.030 - Applicability.

The provisions of this chapter shall apply to buildings, lands and uses which hereafter become nonconforming due to any reclassification of zones under this chapter.

(Ord. 1011 § 1, 1983: prior code § 9777)

17.56.040 - Nonconforming use of land—No structure involved—Abatement.

In any zone the nonconforming use of land wherein no structure is involved shall be abated within five years from October 1, 1955, and any further use of such land shall conform to the provisions of this chapter. If the nonconforming use of land existing on

October 1, 1955, is thereafter discontinued for six months or more, any future use of such land shall conform to the provisions of this chapter.

(Prior code § 9778)

17.56.050 - Nonconforming use of conforming buildings.

- A. In R or C Zones. All nonconforming uses of a conforming building in any of the R or C zones shall be discontinued within one year from the date of formal notice to the owner by the planning commission.
- B. In M Zones. The nonconforming use of a conforming building which is devoted to any residential purpose, hospital (except emergency hospitals), hotel, institution or home for the treatment of convalescent persons, alcoholics, the wounded or mentally infirm, lodging houses, schools, trailers used for human habitation, or trailer parks shall be completely removed before the expiration of a ten-year period measured from the date this chapter becomes applicable to it.

(Prior code § 9779)

17.56.060 - Nonconforming use of nonconforming buildings.

The nonconforming use of a nonconforming building may be continued, and may be expanded or extended throughout such building so long as such nonconforming building remains nonconforming, provided no structural alterations are made except those required by law. A nonconforming use of a nonconforming building may be changed to another use of the same or more restricted classification.

(Prior code § 9780)

17.56.070 - Required removal of nonconforming buildings.

- A. In R Zones. Every nonconforming building in any of the R zones, except residential buildings, churches and schools, which nonconforming building was designed or intended for a use not permitted in the R zone in which it is located, shall be completely removed or altered to structurally conform to the uses permitted in the zone in which it is located within the herein specified times upon notice from the planning commission, which time is measured from the date of construction. In no case shall this period of time be less than five years from the date of notification by the planning commission. As used in this section, the designations "Type 1 Building," "Type 2 Building," "Type 3 Building," "Type 4 Building" and "Type 5 Building" are employed as defined in the existing building title.
 - 1. If property is occupied by structures of a type for which the existing building ordinance does not require a building permit, one year;
 - 2. Type 4 or Type 5 buildings (light combustible frame and wood frame), forty years;

3. Type 2 or Type 3 buildings (heavy timber construction and ordinary masonry):
 - a. Apartments, offices, hotels or residences having stores or offices below and apartments or offices above, thirty-five years,
 - b. Warehouses, stores, garages, lofts, thirty-five years,
 - c. Factories and industrial, forty-five years;
4. Type 1 building (fire resistant):
 - a. Offices and hotels, forty-five years,
 - b. Theaters, fifty years,
 - c. Warehouses, lofts, stores, garages, forty-five years,
 - d. Industrial, thirty-five years.

B. In M Zones.

1. In the M zones, any residential structures existing on October 1, 1955, shall be considered as nonconforming uses, but, as such, shall be subject only to that provision of this chapter which provides that a nonconforming building removed or destroyed shall not be replaced by other than a conforming building.
2. Every nonconforming building in the M zones which is used for, or devoted to, any hospital (except emergency hospitals), hotel, institution or home for the treatment of convalescent persons, alcoholics, the wounded or mentally infirm, lodginghouses, schools, trailers used for human habitation, or trailer parks, and which nonconforming building was designed or intended for a use not permitted in the M zone in which it is located, shall be completely removed or altered to structurally conform to the uses permitted in the zone in which it is located within the herein specified times upon notice from the planning commission, which times are measured from the date of construction, except that in no case shall this period of time be less than five years from the date of such notice. As used in this section, the designations "Type 1 Building," "Type 2 Building," "Type 3 Building," "Type 4 Building" and "Type 5 Building" are employed as defined in the existing building title.
 - a. Where property is unimproved except for structures of a type for which the existing building title does not require a building permit, one year,
 - b. Type 4 or Type 5 buildings (light combustible frame and wood frame), forty years,
 - c. Type 2 or Type 3 buildings (heavy timber construction and ordinary masonry):
 - i. Apartments, offices, hotels or residences having stores or offices below and apartments or offices above, thirty-five years,
 - ii. Warehouses, stores, garages, lofts, thirty-five years,
 - iii. Factories and industrial, forty-five years,
 - d. Type 1 buildings (fire resistant):

- i. Offices and hotels, forty-five years,
- ii. Theaters, fifty years,
- iii. Warehouses, lofts, stores, garages, forty-five years,
- iv. Industrial, thirty-five years.

(Prior code § 9781)

17.56.080 - Commission to determine conditions of abatement.

When any nonconforming condition exists in any zone, other than the nonconforming use of land when no structure is involved, it shall be the responsibility of the planning commission, on its own initiative, to fix a date upon which the nonconforming building was established. It shall also be the responsibility of the planning commission to determine whether, by reason of structural alterations or enlargements, or the installation of major equipment designed into the building prior to the date this chapter becomes applicable thereto, it is deemed necessary to establish a later date for abatement than that prescribed herein for the building itself in order to assure that the investment represented by such structural alterations, enlargements or equipment installations may be amortized. In performing this function, the commission shall consider all pertinent data in connection therewith to provide the opportunity for the owner of record, or lessee, if there be such, to present such evidence as they may possess and which properly relates to such case. When the date of abatement has been determined the commission, by resolution, shall establish such date and shall set forth such facts as bear upon the case upon which the determination of such date of abatement is based, and shall formally notify the owner of such nonconforming property of the action of the commission by mailing to such owner a copy of the formally adopted resolution not later than ten days following the date of subject action by the planning commission.

(Prior code § 9782)

17.56.090 - Reconstruction of nonconforming building destroyed.

- A. **Nonresidential Structures.** A nonconforming nonresidential building destroyed to the extent of not more than fifty percent of its value at the time of its destruction by fire, explosion or other casualty or act of God or the public enemy, may be restored and occupancy or use of such building or part thereof which existed at the time of such destruction may be continued subject to all other provisions of this title.
- B. **Residential Structures.** A nonconforming residential building destroyed by fire, explosion or other casualty or act of God or the public enemy, may be restored and occupancy or use of such building or part thereof which existed at the time of such destruction may be continued subject to all other provisions of this title. If reconstruction of a residential structure lawfully existing on a residentially zoned parcel at the time of its destruction cannot be accomplished in compliance with all other provisions of this title, then the city shall grant such variances as are

necessary to allow reconstruction of a residence on the site to the same size, scope and footprint as existed previously, as necessary to avoid denying the property owner a reasonable economic use of the parcel.

(Ord. 1256 § 1 (Exh. A (part)), 2006: prior code § 9783)

17.56.100 - Alteration of nonconforming buildings—Inadequate yards.

Where a building or buildings, and customary accessory building, are nonconforming only by reason of substandard yards or open spaces, the provisions of this chapter prohibiting structural alterations or enlargements shall not apply, provided that any structural alterations of an existing building shall not increase the degree of nonconformity of yards or open spaces and any enlargements shall observe the yards and open spaces required on such lot.

(Prior code § 9784)

17.56.110 - Public utility exemptions.

The foregoing provisions of this chapter concerning the required removal of nonconforming buildings and uses, and the reconstruction of nonconforming buildings partially destroyed, shall not apply to public utility buildings and structures when such buildings and structures pertain directly to the rendering of the service distribution such as power-generating plants and electrical distribution substations, water wells and pumps, gas storage metering and valve control stations. Nor shall anything in this chapter be construed or applied so as to prevent the expansion, modernization or replacement of such public utility buildings, structures, equipment and features as are used directly for the delivery or distribution of the service, provided the provisions of this section shall not exempt from the provisions covering nonconformity of such buildings, structures or uses as do not immediately relate to the direct service by consumers such as warehouses, storage yards and the like.

(Prior code § 9785)

17.56.120 - Nonprofit organizations and places of worship.

Nonprofit organizations and places of worship in commercial zones, in existence on November 8, 1994, shall be permitted to remain subject to conditional use permits, and may renew conditional use permits, as long as the use is continued in existing facilities or is for expansion on existing properties which have tax-exempt status.

(Ord. 1135 § 6, 1996: Ord. 1116 § 5, 1994: Ord. 1115 § 5, 1994)

ATTACHMENT D

Chapter 17.82 - HISTORIC PRESERVATION

Sections:

17.82.010 - Scope.

- A. This chapter shall be known as the historic preservation ordinance by the city of Sierra Madre.
- B. This chapter shall be voluntary and, notwithstanding any other provision of this chapter, shall be so interpreted so as not to impose any burden, limitation or restriction of property rights (or with regard to procedures with regard thereto) without prior consent of the respective property owners, provided that once a property has been designated by the city council, with the consent of the property owner, as a historical landmark then this chapter shall no longer be voluntary and all provisions shall apply.

(Ord. 1134 § 2 (part), 1997)

17.82.020 - Purpose and intent.

Whereas, the city council has determined:

- A. That the character and history of the city are reflected in its cultural, historical and architectural heritage;
- B. That these historic foundations should be preserved as living parts of community life and development to build an understanding of the city's past so that future generations may have a genuine opportunity to appreciate, enjoy and understand the rich heritage of the city;
- C. That the city's total number of public, commercial and residential structures is fewer than three thousand five hundred units, and that without diligent efforts to minimize the demolition and loss of the city's historical landmarks, the rich heritage of the city will be eroded over time;
- D. That pursuant to the provisions of the National Historic Preservation Act of 1966, as amended, the city of Sierra Madre, the state of California, and the United States Congress, to develop preservation programs and activities to give maximum encouragement to agencies and individuals undertaking preservation of the city's unique architectural and historical heritage;
- E. Therefore, the purpose of this chapter is the protection, appreciation and preservation of the historic landmarks of the city through a partnership between the cultural heritage commission and the property owners/residents, the business sector and the community at large to retain and protect those historic landmarks which preserve and enhance our small town atmosphere and:
 - 1. To safeguard the city's unique historic heritage as embodied and reflected in the city's diverse architectural and cultural history,
 - 2. To encourage and facilitate public knowledge, understanding and appreciation of the city's historic past and unique sense of place,
 - 3. To foster civic and neighborhood pride and a sense of identity based on the recognition and use of historic resources,

4. To promote the enjoyment, celebration and use of historic resources appropriate for the education and recreation of the people of the city,
5. To preserve diverse architectural styles, patterns of development, and design preferences reflecting phases of the city's history and to encourage complementary contemporary design and construction and inspire a more livable environment,
6. To enhance property values and to increase economic and financial benefits to the city and its inhabitants through the exploration of creative financial incentives for preservation,
7. To protect and enhance the city's attraction to tourists and visitors thereby stimulating commerce,
8. To identify as early as possible and resolve conflicts between the preservation of historic landmarks and alternative land uses,
9. To integrate the preservation of historic landmarks into public and private land use management and development processes,
10. To conserve valuable material and energy resources by ongoing use and revitalization of the existing built environment,
11. To stabilize neighborhoods through the preservation of historic landmarks,
12. To encourage public awareness and participation in identifying and preserving historical and architectural landmarks, thereby increasing community pride in the city's historical heritage,
13. To identify and make available the economic benefits of preservation of historic resources to the city and its inhabitants,
14. To take all reasonable and necessary steps to safeguard the property rights of owners of properties which are subject to this chapter.

(Ord. 1134 § 2 (part), 1997)

17.82.030 - Definitions.

As used in this chapter:

"Alteration" means any change or modification through public or private action, to the exterior historical character defining or significant architectural features of properties affected by this chapter. This is in contrast to "ordinary repairs and maintenance," as defined below.

"Appeal" is a written request submitted to the city clerk by a person not satisfied with the decision or determination of the commission. Appeals will be heard before the city council at a public hearing.

"Bed and breakfast inn" is a hotel that: (i) if in a converted single-family dwelling, has up to six units for transients ~~and, or if in a converted multi-family property, has up to twelve units for transients;~~ (ii) has one unit for any resident innkeeper(s); ~~(ii) is a converted single-family dwelling;~~ and (iii) which may include food or drinking service as permitted by a conditional use permit. The terms "hotel" and "transient" in this definition have the same definitions as set forth in Chapter 5.50, "Uniform Transient Occupancy Tax."

"Certificate of appropriateness" is a certificate issued by the commission approving such plans, specifications, statements of work, or any other information which is reasonably required

by the commission to make a decision on any proposed alteration, restoration, rehabilitation, construction, removal, relocation or demolition, in whole or in part, of or to a historic landmark.

"Certificate of economic hardship" is a certificate authorizing work described in the accompanying certificate of appropriateness granted by the commission because of extreme financial impact or adversity and in accordance with the procedures and findings of this chapter.

"Character defining feature" means an identifiable manmade or natural element, style, design arrangement, detail or material, or landscape arrangement, which embodies or contributes to the recognizable historic value, consistent with the designation criteria in this chapter.

"Demolition" means any act or process that destroys or damages in part or in whole, an historic landmark, or property identified as a potential historic resource.

"Designation statement" means a document prepared by the commission which contains a specific description of the designated historic landmark or historic district, containing the following information:

1. Assessor's parcel number(s);
2. Site address;
3. Identification of the specific elements, improvements or natural features to be included in the designation and subject to the provisions of this chapter, per Section 17.82.040(B).

"Historic landmark" means any improvement or natural feature that meets the criteria listed in this ordinance and is designated by the city council pursuant to this ordinance or nominated to the National Register of Historic Places. Until the designation is finalized, the property shall be referred to as a "potential historical resource" as defined below.

"Improvement" means any manmade physical object or structure, or manmade alteration of terrain or plantings, constituting a physical feature of real property.

"Natural feature" means any geographical or geological site or feature subject to the provisions of this chapter.

"Ordinary maintenance and repair" means any work, for which a building permit is not required by law, where the purpose and effect of such work is upkeep, or correction of deterioration or damage to an historic resource or any part thereof, and to restore the same to its condition prior to the occurrence of such deterioration or damage. This is in contrast to "alteration," as defined above.

"Potential historic resource" means a property which has been identified on a survey conducted by the city and adopted by the city council which contains a list of properties and all relevant corresponding documentation indicating that the identified properties meet the criteria for "historic landmark" as defined herein.

"Preservation" means the identification, study, protection, restoration, rehabilitation or acquisition of historic landmarks.

"Register of historic landmark" means the list of properties located within the city that identifies the properties designated as historic landmarks.

"Rehabilitation" means the act or process of returning an improvement or site to a condition of utilization, through repair, remodeling or alteration, that makes possible an efficient contemporary use while preserving those portions or features of the improvement or site that are significant to its historic values.

"Restoration" means the act or process of accurately recovering the form and details of an improvement or natural feature and its setting as it appeared at a particular period of time, by means of removal of later additions to, by replacement of missing earlier portions of, and the correction of deteriorated conditions in, the improvement or natural feature.

"Secretary of the Interior Standards and Rehabilitation" means the guidelines prepared by the National Park Service for Rehabilitating Historic Buildings and the Standards for Historic Preservation Projects prepared by the Park Service with Guidelines for Applying the Standards.

"Substantial adverse change" means demolition, destruction, relocation or alteration such that the significance of an historical resource would be impaired.

"Survey" means a list of properties for which the city has obtained verifiable documentation that said properties meet the designation criteria contained in Section 17.82.070 herein, and, which the city council has (with the consent of the owners) adopted as the official survey of the city.

(Ord. 1134 § 2 (part), 1997)

(Ord. No. 1329, § 1, 5-22-2012)

17.82.040 - Classification of landmarks and inclusion of previous designations.

- A. Historic landmarks shall be classified as potential historic resources or historic landmarks.
- B. Provisions of this chapter shall be applicable to exterior elements of properties affected by this chapter, and expressly do not apply to building interiors. As part of the designation statement, the commission shall identify the particular elements, improvements or natural features to be included in the designation, and which will be subject to the provisions of this chapter as having historical value.
- C. The ordinance codified in this chapter is adopted without designating any property as a historic landmark. Ordinance No. 1036 is repealed except for the list of properties designated as historic landmarks thereunder. Properties designated as historic landmarks under Ordinance 1036 shall remain as such until property designations thereunder are de-designated or de-listed by appropriate procedures according to law.

(Ord. 1134 § 2 (part), 1997)

17.82.050 - Designation criteria.

For the purposes of this chapter, an improvement, natural feature, or site may be designated a historic landmark by the city council upon a recommendation by the commission if it meets at least one of the following criteria:

- A. Historic. It was the site of, or is associated with local, state or national cultural, social, economic, political or natural history, events or persons significant to the history of Sierra Madre, or it reflects significant geographical patterns, including those associated with different eras of settlement and growth, particular transportation modes, or distinctive examples of park or community planning.
- B. Architectural. It is representative of the work or is one of a few remaining examples of a notable builder, designer or architect, or, it embodies distinctive characteristics of a style,

type, period or method of construction, or, is a valuable example of architectural achievement or innovation such as the use of indigenous materials or craftsmanship.

(Ord. 1134 § 2 (part), 1997)

17.82.060 - Benefits and conditions of designation.

A. Conditions for Benefits.

1. Benefits shall only be available for structures listed on the city's register of historic landmarks and subject to this chapter at time for which application for financial benefits is made.
2. Historic landmarks must be maintained in reasonable condition in accordance with the Secretary of Interior's Standards for Rehabilitation.
3. In order to qualify for benefits, owners of historic landmarks must submit plans for rehabilitation or restoration to the commission for review to ensure that the work is undertaken in accordance with the Secretary of the Interior's Standards for Rehabilitation. Ordinary repair and maintenance is exempted, per Section 17.82.130 of this chapter.

B. The property owner of a historic landmark in compliance with the above conditions may receive benefits including the following and any others established as policy of the city council:

1. Waiver of city building permit and plan check fees as established by resolution of the city council;
2. Use of the State Historical Building Code (SHBC) as the governing building code. The SHBC provides alternative building regulations to facilitate rehabilitation, preservation, restoration or relocation;
3. Mills Act contracts approved by the city council;
4. Change of use, subject to a conditional use permit granted by the planning commission pursuant to Section 17.60, to facilitate adaptive reuse of historic landmarks.

(Ord. 1134 § 2 (part), 1997)

(Ord. No. 1329, § 2, 5-22-2012)

17.82.065 - ~~Conversion of single family residences to bed and breakfast inns~~Adaptive reuse of historic landmarks.

Notwithstanding any other provision of this code to the contrary, any ~~single family residence that is a~~ historic landmark in a residential zone may be converted into a bed and breakfast inn, small entrepreneurial business, or service or professional office if a conditional use permit is issued ~~pursuant to Section in accordance with Chapter 17.60-040~~ and if all of the following additional findings are made:

- A. The proposed use will be consistent with the historic preservation objectives of the general plan.

- B. The proposed use will not be detrimental to the historic or architectural character of the historic landmark, and
- C. The proposed use is compatible with the neighborhood in which it is located.

(Ord. No. 1329, § 3, 5-22-2012)

17.82.070 - Designation procedures.

Historical landmarks shall be established by the city council in the following manner:

- A. Any person or group may request the designation of an improvement, natural feature or site as a historic landmark by submitting a nomination application for such designation to the commission. The nomination application shall contain sufficient documentation and information indicating how the nominated resource meets the criteria for designation as indicated in this chapter. The commission or city council may also initiate such proceedings on their own motion.
- B. Notification of the nomination shall be sent to the property owner(s) and occupant(s) of the property within thirty days of the receipt of the nomination. No application shall be accepted or processed unless accompanied by the written consent of the property owner.
- C. The commission shall schedule a public hearing, for the earliest possible meeting of the commission.
- D. No permits shall be issued by the city for demolition, alteration or building, while the public hearing or any appeal related thereto is pending.
- E. Notice of the public hearing, including its place, date, time and purpose, shall be given by first class mail, return receipt requested, at least thirty days prior to the date of the public hearing, and also shall be advertised at least once in a newspaper of general circulation. Mail notification shall be provided to the applicant and all other owners and occupants of properties with the proposed resource, using the name and address of such owners as shown on the latest equalized assessment rolls.
- F. At the conclusion of the public hearing, but in no event more than sixty days from the date set for the initial public hearing, the commission shall make a recommendation to the city council, which shall include findings of fact relating to the criteria for designation in Section 17.82.050 that constitute the basis for its decision and shall transmit its recommendation to the city council, the property owner, and the applicant. The recommendation can be as follows:
 - 1. Adoption of a designation statement, prepared pursuant to the public hearing, with approval in whole or in part;
 - 2. Disapproval in whole or in part, of the application.
- G. The city council, within thirty days of receipt of the recommendations of the commission, shall either adopt the designation statement by resolution or shall by motion disapprove it in its entirety.
- H. Failure to send any notice by mail to any property owner where the address of such owner is not a matter of public record shall not invalidate any proceedings in connection with the proposed designation. The commission and council may also give such other notice as they may deem desirable and practicable.

- I. The city shall record such designation with the county recorder of Los Angeles County with the written consent of the owner.
- J. Designations hereunder shall not excuse such property from any other provisions of the municipal code.

(Ord. 1134 § 2 (part), 1997)

17.82.080 - Requests to de-designate.

- A. The application shall set forth the factual basis for the request, including supporting materials, and shall be granted if the finding can be made that the information relied upon by the commission or the city council in making the designation is discovered to be false or substantially erroneous thus rendering the property without historic merit.
- B. The application shall be submitted to the commission, and a public hearing shall be set at the earliest commission meeting after the application is filed. The commission's recommendation shall be forwarded to the city council, which will render a final decision and determine compliance with the California Environmental Quality Act.
- C. Open Period of De-Listing. For a period of one hundred twenty days following the effective date of the ordinance codified in this chapter (or any later court validation thereof), the owner or owners of any property presently listed as an historic landmark under Ordinance 1036 or 1134 may petition the city council for declassification or de-listing from such classification. Application shall be made by written request, properly dated and signed; there shall be no charge for such application.
 1. Upon receipt of such petition, the property shall automatically thereafter be declassified from the effects of Ordinances 1036 and 1134 without any further action by the city or the city council.
 2. Such declassification or de-listing from the impact of Ordinances 1036 and 1134 shall not affect the application or demolition of the de-listed properties in the future.

(Ord. I-01-1 § 2, 2002; Ord. 1134 § 2 (part), 1997)

17.82.090 - Certificates of appropriateness.

- A. All permits for alteration, restoration, rehabilitation, remodeling, addition, change of use, demolition or relocation of historic landmarks, which alter the exterior appearance as seen from public view shall require a certificate of appropriateness from the commission.
- B. No permits for work on a property in the process of being considered for designation shall be awarded until a certificate of appropriateness, if applicable, has been secured.
- C. All applications for certificates of appropriateness shall be submitted to the director of planning and community preservation for commission approval. The director shall forward the request to the commission within thirty days of receipt. The commission shall have sixty days to render a decision regarding the application. The applicant is encouraged to confer with the commission prior to submitting an application.
- D. The commission shall promulgate and publish such standards as are a necessary supplement to the provisions of this chapter to inform property owners and the general public of those standards of review by which applications for certificates of appropriateness are to be judged.

- E. In evaluating applications for certificates of appropriateness, the commission or the city council upon appeal shall consider the existing and proposed exterior architectural style, design, arrangement, texture, materials, and any other factors with regard to the original distinguishing architectural characteristics of the historic landmark. Using the Secretary of the Interior's Standards for Rehabilitation as a guide, the commission or city council upon appeal shall approve the issuance of a certificate of appropriateness for any proposed work if and only if it makes the following findings:
 - 1. With regard to a historic landmark, the proposed work will neither adversely affect the integrity of the significant architectural features, nor adversely affect the historic character or value of the historic landmark.
 - 2. In the case of construction of a new improvement, addition, building or structure upon a designated historic landmark site, the use and exterior of such improvements will not adversely affect and will be compatible with the use and exterior of the historic landmark.
- F. Any request for the demolition of a designated historic landmark shall be accompanied by application for certificate of appropriateness or a certificate of economic hardship as described in Section 17.82.100.
- G. Demolition of an historic landmark may be approved only in connection with an approval of a replacement project.
- H. Applications for certificates of appropriateness shall be filed with the city's department of planning and community preservation for processing. Applications shall include specific submittal requirements as determined by the commission and made available to the applicant. Where required by the commission, applications shall also show the relationship of the proposed work to the surrounding environs. The application shall be accompanied by any other information that the commission determines is required for them to make an informed judgment of the proposed work according to the standards of review in Section 17.82.090.
- I. After the permit has been issued, the building inspector shall inspect the work approved by the commission in order to assure compliance. If the work is not being performed in accordance with the certificate of appropriateness, a stop work order shall be issued and all work shall cease.

(Ord. 1134 § 2 (part), 1997)

(Ord. No. 1363, § 3, 3-24-15)

17.82.100 - Certificate of economic hardship.

The owner of a historic landmark may apply for a certificate of economic hardship. This request shall be on an application form provided by the city manager.

- A. The owner shall have the burden of proof, by clear and convincing evidence, that the economic hardship caused by designation is disproportionate to the value of the property with the designation in place.
- B. The commission shall consider the cost of the stabilization of the historic elements of the property as it relates to the appraised value, and evidence of the economic return of maintaining the designation versus other proposed uses.

- C. The application shall be submitted to the commission, and a public hearing shall be set at the earliest commission meeting after the application is filed.
- D. After the public hearing, the commission shall recommend in writing that the city council either grant or deny the request. The recommendation shall be based on one or more of the following findings:
 - 1. Sale or lease of the property is impractical in comparison to holding the property;
 - 2. Denial of the request will diminish the value of the property so as to leave substantially no value, or damage the owner unreasonably in comparison to benefits conferred on the community;
 - 3. An adaptive reuse study has been satisfactorily conducted, and found that utilization of the property for other lawful uses is not feasible, or that it would not allow a reasonable rate of return to the owner;
 - 4. A rehabilitation study has been satisfactorily conducted, and that it would not allow a reasonable rate of return to the owner;
 - 5. All means have been explored to relieve possible economic disincentives to no avail, involving city-sponsored incentives as of rights, tax abatements, financial assistance, application of the SHBC, zoning variances, loans, grants or reimbursements;
 - 6. The owner has made every possible effort to find a willing buyer for the property who would agree to restore the historic landmark and has not been able to find a buyer who would offer a purchase price which afforded the owner a reasonable rate of return.

(Ord. 1134 § 2 (part), 1997)

17.82.110 - Substantial alterations.

Any substantial adverse change to an historic landmark shall be subject to the provisions of the Municipal Code governing demolitions.

(Ord. 1134 § 2 (part), 1997)

17.82.120 - Appeals.

Any action by the commission may be appealed by any interested party to the city council including but not limited to the following:

- A. The commission's decision not to hold a public hearing on an application for designation;
- B. A determination made after a public hearing that a property(ies) is not determined to be a historic landmark, potential resource or on any survey list;
- C. The commission's decision to grant or to not grant a certificate of appropriateness or certificate of economic hardship.

Any interested party may appeal by filing a notice of appeal with the city council not later than fourteen days after the commission's written decision has been filed with the city clerk.

(Ord. 1134 § 2 (part), 1997)

17.82.130 - Ordinary maintenance and repair.

- A. Owners shall not be prevented from undertaking ordinary maintenance and repair as defined in this chapter.
- B. For demolition, removal, repairs or alteration for any element covered by this chapter, when the building department certifies to the commission that such action is required for the public safety due to an unsafe or dangerous condition, a permit may be issued under one of the following conditions:
 - 1. The condition cannot be rectified through the use of the California State Historical Building Code;
 - 2. Temporary repairs are necessary on an emergency basis;
 - 3. When the element shall be replaced according to the Secretary of the Interior's Standards for Rehabilitation.

(Ord. 1134 § 2 (part), 1997)

17.82.140 - Severability.

If any section, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The city council declares that it would have passed the ordinance codified in this chapter and adopted this chapter, and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

(Ord. 1134 § 2 (part), 1997)



City of Sierra Madre Agenda Report

Rachelle Arizmendi, Mayor
Denise Delmar, Mayor Pro Tem
John Capoccia, Council Member
Gene Goss, Council Member
John Harabedian, Council Member

Vacant, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor Arizmendi and Members of the City Council

FROM: Laura Aguilar, Assistant City Clerk 

REVIEWED BY: Gabriel Engeland, City Manager 

DATE: February 27, 2018

SUBJECT: CONSIDERATION OF APPOINTMENT TO ENERGY,
ENVIRONMENT, AND NATURAL RESOURCES COMMISSION

SUMMARY

Members of the Energy, Environment, and Natural Resources (EENR) Commission are appointed by the City Council to serve four-year terms; commissioners may serve two, consecutive full terms.

Currently there are two vacancies on the EENR Commission for the 2017-2021 term.

ANALYSIS

City staff advertised the vacancies on the City's website and in the City's bi-weekly electronic newsletter.

A total of four (4) applications were received for the two vacancies.

The selection process is summarized below.

- All applications to fill board or commission vacancies are forwarded to the City Council for its review. The Council may individually interview applicants, should they desire to do so. At a regular or special meeting the City Council may interview the applicants and provide their recommendation(s) to the Mayor.
- At the same meeting, or a subsequent meeting, the Mayor submits to the City Council, for its approval the names of the applicants proposed to fill each vacancy. The appointment requires a majority vote of approval of the Council. If the Council fails to approve a proposed appointment, any Council member may propose an alternative applicant.

The applicants were notified in advance that the Council would be discussing appointments to EENR Commission at this evening's meeting.

The four applicants are (in alphabetical order):

- ◆ Paul Cranmer
- ◆ Jessica DeBusk
- ◆ Susan Hoskins
- ◆ Nazareth "Naz" Jansezian

STAFF RECOMMENDATION

It is recommended that the City Council provide staff with direction regarding the appointment of EENR Commissioners to fill the two vacant seats.

FINANCIAL REVIEW

There are no financial impacts associated with the appointment of Commissioners.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter, the Sierra Madre Public Library, and the City's website, www.cityofsierramadre.com.

ALTERNATIVES

The alternatives are:

1. Upon receiving the Council's recommendations, the Mayor may make a recommendation for City Council consideration.
2. Take no action, and direct staff to continue to solicit applications for the vacant position(s).

Attachments:
Applications (Cranmer, DeBusk, Hoskins, Jansezian)

Application for Commissions, Boards, and Committees



City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
626.355.7135 Fax 626.355.2251
www.cityofsierramadre.com

Please note: All information provided on this front page is subject to disclosure under the Public Records Act and will be posted on the City's website.

PERSONAL INFORMATION

NAME <i>Paul Cranmer</i>	DATE <i>1/25/18</i>
CITY OF RESIDENCE <i>Sierra Madre</i>	YEARS AS RESIDENT <i>5</i>

COMMISSION/COMMITTEE

COMMISSION/BOARD/COMMITTEE FOR WHICH YOU ARE APPLYING
Energy, Environment, & Natural Resources Commission

Why are you interested in serving as a member of this commission / board / committee?
In serving as a member of the Energy, Environment, and Natural Resources Commission it will allow me the opportunity to serve the community I live in as well as participate in the decisions that will help guide the future of Sierra Madre. With my background and qualifications I feel I would be a good liaison for the residents and could have a positive impact on the environment, urban forest, and the decision making at the administrative level for Sierra Madre.

What specific attitudes, skills, and expertise do you think you have to enhance the work of the commission / board / committee?
I am currently working in the Public Works Department for a neighboring city. With 8 years of experience in municipal government I work closely on a daily basis with the challenges and issues that occur in a city. I have worked extensively on urban forest master plans and the planning of city reforestation programs. I have worked on community and city outreach programs that help get the residents involved in the urban forest planning process. I have a BS in Environmental Sciences and a current Certified Arborist.

SERVICE HISTORY

Are you currently, or have you ever been a member of any City of Sierra Madre Commission, Board, or Committee?

Yes No

NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE
NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE

You are invited to attach additional information or submit supplemental information which you feel may assist the City Council in its evaluation. Supplemental information is subject to disclosure under the Public Records Act.

Application for Commissions, Boards, and Committees



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PERSONAL INFORMATION

NAME Jessica DeBusk	DATE January 1, 2018
CITY OF RESIDENCE Sierra Madre	YEARS AS RESIDENT 4

COMMISSION/COMMITTEE

COMMISSION/BOARD/COMMITTEE FOR WHICH YOU ARE APPLYING
Energy, Environment, and Natural Resources Commission

Why are you interested in serving as a member of this commission / board / committee?

Serving as a member of a commission is an ideal opportunity to exercise my civic duties by volunteering my time to this community. Participation in the Energy, Environment, and Natural Resources Commission would allow me to become a more active and contributing citizen of this great city.

As a resident with an educational background in the geological sciences, a rewarding career in natural and cultural resource consulting, and a genuine interest in our natural environment, a seat on this commission would be my privilege. I would be honored to be selected to serve and promise dedication and commitment to the necessary duties required as a member of this commission.

What specific attitudes, skills, and expertise do you think you have to enhance the work of the commission / board / committee?

I bring with me over 15 years of professional experience in the environmental consulting industry. With this experience, I have firsthand knowledge of the careful and necessary balance of protecting and conserving our natural resources while considering the short and long term needs of the community. As well, I recently earned a Master in Business Administration with an emphasis in sustainability from California State University, Long Beach. As part of the program, I worked closely with the City of Long Beach Office of Sustainability to identify and measure the financial, environmental, and social benefits of the City's sustainability initiatives and evaluate their impact on the community. Through this partnership, I gained valuable insight on balancing the City's needs while not inhibiting future generations from meeting their needs. This project ignited my desire to become more involved in my local city government.

My detailed professional profile can be viewed here: www.linkedin.com/in/jessdebusk

SERVICE HISTORY

Are you currently, or have you ever been a member of any City of Sierra Madre Commission, Board, or Committee?
 Yes No

NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE
NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE

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Application for Commissions, Boards, and Committees



City of Sierra Madre
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*Rec'd
1/17/2018*

CITY OF SIERRA MADRE

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PERSONAL INFORMATION

NAME <i>Susan Hoskins</i>	DATE <i>1/17/2018</i>
CITY OF RESIDENCE <i>Sierra Madre</i>	YEARS AS RESIDENT <i>23 yrs</i>

COMMISSION/COMMITTEE

COMMISSION/BOARD/COMMITTEE FOR WHICH YOU ARE APPLYING
Energy Environment and Natural Resources EENR

Why are you interested in serving as a member of this commission / board / committee?
Help community of Sierra Madre. Learn from the current board and participate in decision making.

What specific attitudes, skills, and expertise do you think you have to enhance the work of the commission / board / committee?
I have volunteered in the city for many green projects: recycling, watershed health at SM Middle School, native plant at Sierra Madre School, library events, green teams. Won 2 LARA awards and Environmental Film awards. National Parks Films and Environment California.

SERVICE HISTORY

Are you currently, or have you ever been a member of any City of Sierra Madre Commission, Board, or Committee?
 Yes No

NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE
NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE

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Application for Commissions, Boards, and Committees



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PERSONAL INFORMATION

NAME	NAZARETH "NAZ" JANSEZIAN	DATE	09/01/2017
CITY OF RESIDENCE	PASADENA	YEARS AS RESIDENT	36 YEARS

COMMISSION/COMMITTEE

COMMISSION/BOARD/COMMITTEE FOR WHICH YOU ARE APPLYING

ENERGY, ENVIRONMENT, AND NATURAL RESOURCES COMMISSION

Why are you interested in serving as a member of this commission / board / committee?

I wish to serve in the Energy, Environment, and Natural Resources Commission of the City of Sierra Madre for several reasons:

First, I have a passion for protecting our natural environment and resources. At work, I devote my full time to promoting renewable and clean energy in my capacity as Director of Operations at Solar Energy Masters.

Second, I am a strong believer that our democracy is strengthened when citizens participate in local government. Volunteering in the EENRC would provide me an ideal opportunity to do that.

Third, I have lived in Upper Hastings in neighboring Pasadena since 1981. My bank is in Sierra Madre; I shop and I take my daily walks in the city and enjoy its wonderful cafes and restaurants. It would be a great honor to serve this exceptional city and its people.

What specific attitudes, skills, and expertise do you think you have to enhance the work of the commission / board / committee?

My academic and professional experiences have prepared me well to serve on the EENRC.

- In 1991, I graduated with honors with a degree in political science from Cal Poly Pomona (Exhibit A).
- I studied at Southwestern University School of Law (Exhibit B) and practiced law for fifteen years.
- From 2014-2016, I completed ten courses in Energy Efficiency, Solar Power Systems, and Business Administration at Santa Monica College with a 4.00 GPA (Exhibit C).
- I have been accepted to participate in the leadership training program with former Vice President Al Gore in The Climate Reality Organization (Pittsburgh PA October 16-19, 2017) (Exhibit D).
- I am scheduled to take 4 semester-long courses at Santa Monica College on recycling, resource management, and zero waste for communities and businesses (Fall '17/Spring '18) (Exhibit E)
- Lastly, I am the Dir. of Operations of Hastings Dev. Co., dba Solar Energy Masters; we promote the use of clean and renewable energy by designing and installing residential and commercial solar power systems (Exhibit F).

SERVICE HISTORY

Are you currently, or have you ever been a member of any City of Sierra Madre Commission, Board, or Committee?

Yes No

NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE
NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE

You are invited to attach additional information or submit supplemental information which you feel may assist the City Council in its evaluation. Supplemental information is subject to disclosure under the Public Records Act.



Rachelle Arizmendi, Mayor
Denise Delmar, Mayor Pro Tem
John Capoccia, Council Member
Gene Goss, Council Member
John Harabedian, Council Member

Vacant, City Clerk
Michael Amerio, City Treasurer

City of Sierra Madre Agenda Report

TO: Honorable Mayor Arizmendi and Members of the City Council

FROM: Laura Aguilar, Assistant City Clerk *LA*

REVIEWED BY: Gabriel Engeland, City Manager *GE*

DATE: February 27, 2018

SUBJECT: CONSIDERATION OF APPOINTMENT TO FILL UNEXPIRED CITY CLERK TERM

SUMMARY

The City Council received notice from elected City Clerk Melinda Carrillo resigning her position effective January 5, 2018. At the January 9, 2018 meeting the Council directed staff to solicit applications to fill the unexpired term of the City Clerk.

ANALYSIS

City Clerk Carrillo was elected to City Clerk in the April 2016 Municipal General Election to serve a four (4) year term. City Clerk Carrillo provided her letter of resignation effective January 5, 2018.

Government Code Section 36512(b) states "the Council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy."

At the January 9, 2018 meeting the Council directed staff to solicit applications to fill the unexpired term of the City Clerk. Government Code Section 36512(b) provides the City Council with the option of appointing a City Clerk to serve the remainder of the vacant term, until April, 2020. The Council may only appoint an elector of the City (e.g., a City resident and registered voter). The decision to appoint must be made within 60 days of the commencement of the vacancy. The last day Council may make an appointment is March 6, 2018.

City staff advertised the vacancy through social media, on the City's website, through press releases to several media outlets, and in the City's bi-weekly electronic newsletter.

A notice was also published in the City's adjudicated newspaper, *Mountain Views News*. Staff has received four (4) applications and provided them to the City Council in advance of this meeting for their review. Copies of those applications are attached. The applicants were all previously notified that the Council would be discussing an appointment at the February 27, 2018 City Council meeting.

The applicants are (in alphabetical order):

- Christopher O. Bamberger
- Carolyn Joy Dasher
- Alexandra E. Potter-Watts
- Sue Ann Spears

Duties and stipend of the City Clerk:

The statutory duties of a City Clerk, whether elected or appointed, are set forth in Government Code Section 40801 through 40811, and as they pertain to the City of Sierra Madre, are as follows:

- keep an accurate record of the proceedings of the legislative body
- keep and record all city ordinances with the clerk's certificate annexed to each, which record, with the certificate, constitutes prima facie evidence of the contents of each ordinance and of its passage and publication and is admissible as such evidence in any court or proceedings; and
- act as the custodian of the city seal

The stipend paid to the appointed City Clerk will be \$250 per month beginning March 1, 2018 and concluding April 2020.

STAFF RECOMMENDATION

It is recommended that the City Council appoint an elector of the City to fill the unexpired term of the City Clerk until April 2020 and direct the Assistant City Clerk to administer the Oath of Allegiance for Public Officials.

FINANCIAL REVIEW

There are no costs associated with the appointment of the City Clerk, other than the \$250 monthly stipend.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at City Hall, at the Sierra Madre Public Library, and can be accessed on the City's website at www.cityofsierramadre.com.

Attachments (4) City Clerk Applications (Bamberger, Dasher, Potter-Watts, Spears

Application for Appointment to fill Unexpired Term for City Clerk



**City of Sierra Madre
Office of the City Manager**
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
626.355.7135
www.cityofsierramadre.com

RECEIVED

FEB 14 2018

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INFORMATION ABOUT THE POSITION

The City Council is soliciting applications to fill the vacancy of the elected City Clerk. The successful candidate will be appointed by the City Council to serve as City Clerk until April 2020. The statutory duties of the City Clerk, as described in Government Code Section 40801 through 40811, are:

- keep an accurate record of the proceedings of the legislative body
- keep and record all city ordinances with the clerk's certificate annexed to each, which record, with the certificate, constitutes prima facie evidence of the contents of each ordinance and of its passage and publication and is admissible as such evidence in any court or proceedings; and
- act as the custodian of the city seal

The appointed City Clerk will receive a \$250 monthly stipend commencing the month they are appointed and concluding the end of April, 2020.

PERSONAL INFORMATION

NAME	Christopher O. Bamberger	DATE	2/14/2018
CITY OF RESIDENCE	Sierra Madre, CA	REGISTERED TO VOTE IN SIERRA MADRE?	Yes

SERVICE HISTORY

Are you currently, or have you ever been a member of any City of Sierra Madre Commission, Board, or Committee?

Yes No

NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE
NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE

QUALIFICATIONS

What specific attitudes, skills, and expertise do you think you have that qualify you for the position of City Clerk? *You are invited to attach additional information or submit supplemental information which you feel may assist the City Council in its evaluation. Supplemental information is subject to disclosure under the Public Records Act.*

As a certificated paralegal, I have experience performing clerical work in a variety of office settings both large and small. I take pride in my work and value attention to detail, sustained focus and a collegial attitude. Equally important, I have a life-long love affair with the City of Sierra Madre and would be honored by the opportunity to give back to my community.

Application for Appointment to fill Unexpired Term for City Clerk



City of Sierra Madre
Office of the City Manager

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JAN 31 2018

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CITY OF SIERRA MADRE

INFORMATION ABOUT THE POSITION

The City Council is soliciting applications to fill the vacancy of the elected City Clerk. The successful candidate will be appointed by the City Council to serve as City Clerk until April 2020. The statutory duties of the City Clerk, as described in Government Code Section 40801 through 40811, are:

- keep an accurate record of the proceedings of the legislative body
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- act as the custodian of the city seal

The appointed City Clerk will receive a \$250 monthly stipend commencing the month they are appointed and concluding the end of April, 2020.

PERSONAL INFORMATION

NAME	Carolyn Joy Dasher	DATE	1-30-18
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CITY OF RESIDENCE	Sierra Madre	REGISTERED TO VOTE IN SIERRA MADRE?	yes
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SERVICE HISTORY

Are you currently, or have you ever been a member of any City of Sierra Madre Commission, Board, or Committee?

Yes No

NAME OF COMMISSION, BOARD, OR COMMITTEE	EENR	DATES OF SERVICE	2015/2016-present
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NAME OF COMMISSION, BOARD, OR COMMITTEE		DATES OF SERVICE	
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QUALIFICATIONS

What specific attitudes, skills, and expertise do you think you have that qualify you for the position of City Clerk? You are invited to attach additional information or submit supplemental information which you feel may assist the City Council in its evaluation. Supplemental information is subject to disclosure under the Public Records Act.

(see attached)

Application for Appointment to fill Unexpired Term for City Clerk



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JAN 25 2018
 CITY OF SIERRA MADRE

INFORMATION ABOUT THE POSITION

The City Council is soliciting applications to fill the vacancy of the elected City Clerk. The successful candidate will be appointed by the City Council to serve as City Clerk until April 2020. The statutory duties of the City Clerk, as described in Government Code Section 40801 through 40811, are:

- keep an accurate record of the proceedings of the legislative body
- keep and record all city ordinances with the clerk's certificate annexed to each, which record, with the certificate, constitutes prima facie evidence of the contents of each ordinance and of its passage and publication and is admissible as such evidence in any court or proceedings; and
- act as the custodian of the city seal

The appointed City Clerk will receive a \$250 monthly stipend commencing the month they are appointed and concluding the end of April, 2020.

PERSONAL INFORMATION

NAME Alexandra E. Potter-Watts	DATE 01/24/2018
-----------------------------------	--------------------

CITY OF RESIDENCE Sierra Madre, California	REGISTERED TO VOTE IN SIERRA MADRE? YES
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SERVICE HISTORY

Are you currently, or have you ever been a member of any City of Sierra Madre Commission, Board, or Committee?

Yes No

NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE
NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE

QUALIFICATIONS

What specific attitudes, skills, and expertise do you think you have that qualify you for the position of City Clerk? You are invited to attach additional information or submit supplemental information which you feel may assist the City Council in its evaluation. Supplemental information is subject to disclosure under the Public Records Act.

I taught lower primary for 22 years in LAUSD. During that time I used skills which are transferable to the position of City Clerk. These skills include careful and accurate record keeping, good listening, discretion, and participating as a team member. I am willing to listen, learn, and work as a team member of the Sierra Madre City Government.

Application for Appointment to fill Unexpired Term for City Clerk



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JAN 29 2018

INFORMATION ABOUT THE POSITION

The City Council is soliciting applications to fill the vacancy of the elected City Clerk. The successful candidate will be appointed by the City Council to serve as City Clerk until April 2020. The statutory duties of the City Clerk, as described in Government Code Section 40801 through 40811, are:

- keep an accurate record of the proceedings of the legislative body
- keep and record all city ordinances with the clerk's certificate annexed to each, which record, with the certificate, constitutes prima facie evidence of the contents of each ordinance and of its passage and publication and is admissible as such evidence in any court or proceedings; and
- act as the custodian of the city seal

The appointed City Clerk will receive a \$250 monthly stipend commencing the month they are appointed and concluding the end of April, 2020.

PERSONAL INFORMATION

NAME	Sue Ann Spears	DATE	01/29/2018
CITY OF RESIDENCE	Sierra Madre	REGISTERED TO VOTE IN SIERRA MADRE?	Yes

SERVICE HISTORY

Are you currently, or have you ever been a member of any City of Sierra Madre Commission, Board, or Committee?

Yes No

NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE
NAME OF COMMISSION, BOARD, OR COMMITTEE	DATES OF SERVICE

QUALIFICATIONS

What specific attitudes, skills, and expertise do you think you have that qualify you for the position of City Clerk? *You are invited to attach additional information or submit supplemental information which you feel may assist the City Council in its evaluation. Supplemental information is subject to disclosure under the Public Records Act.*

As a Los Angeles Unified School District (LAUSD) administrator (32 ½ years) and teacher (9 ½ years), I have a clear understanding of the operations and demands of public government service and the need to be responsive to the public. In addition, I recognize the importance of being cognizant of community and cultural sensitivities, at all times, when working with the public. I worked regularly with both CA State and Federal agencies and, as a result, am thoroughly versed regarding the standard for timely, accurate, and quality communication, both internally and externally. I have a strong work ethic and my work products reflect a dedication to producing high quality, accurate, and timely documents. I supervised an office that was part of the District's Office of General Counsel and demonstrated the ability to maintain appropriate confidentiality at all times. I have a positive attitude and work well with employees, elected officials, outside agencies, and the public. I am honest, forthright, and fair. I know that the minutes of Sierra Madre City Council meetings are important legal documents that must be accurate and be produced in a timely manner. I am currently retired and have the time and energy to dedicate myself to performing the duties of the Sierra Madre City Clerk in an exemplary manner. I have lived in Sierra Madre since 1983 and love this community very much. It would be my honor and privilege to serve the City of Sierra Madre and its residents as City Clerk. Attached for your review, please find a copy of my LAUSD employment history.



Community Services Department 2018 Special Event Timeline

City Council Meeting
February 27, 2018



Annual Huck Finn Fishing Derby

“Fishing Ponds” at the Public Works Yard

Friday, March 23rd 2018 5:00 p.m.

- Participant Check-In and Family Campout
- Bonfires, S’mores, Star Gazing

Saturday, March 24th

- Youth Fishing Derby 7:00 a.m. – 11:30 a.m.
- Family Fishing 12:30 p.m. – 4:00 p.m.



Huck Finn Past Attendance

- 55 Families registered for the Campout
- Sierra Madre Rotary assisted with check-in at varied times and also hosted the “S’mores”
- 158 Youth (100 camp out and 58 walk-in the morning of) participated in the derby festivities

Sponsorships & Donations

Sierra Madre Volunteer Firefighters Association;
Turner Outdoorsmen, Berkeley Fishing, Buccaneer Lounge,
Issei Foundation, Okuma Fishing, Sierra Madre Rotary, Kiwanis Club,
Sierra Madre Woman’s Club, Barry & Judith Gold, Sierra Madre
Community Foundation, Podley Properties, Osti Tree Service, and
Volunteer Fishing Guides led by Chris Campbell



Mount Wilson Trail Race (MWTR)

Kersting Court Downtown

Saturday, March 3rd 2018 (1st Weekend in March)

- Sierra Madre Resident Priority Registration
 - Hart Park House 9:00 a.m.

Friday, May 25th Pasta Feed Dinner

- Pasta Feed Dinner and Early Check-In
 - 5:30 to 7:00 p.m.

Saturday, May 26th Race Day!

- Start / Finish Line at Baldwin & Sierra Madre Blvd.
 - Early Registration at 6:00 a.m.
 - Race Starts at 7:00 a.m.



MWTR Past Attendance

- 350 Runners registered and 348 actually participated on Race Day
- Kids Fun Run had close to 200 Youth
- Registered Runners: 241 Males & 106 Females
- Sierra Madre Runners: 67 Males & 32 Females
- Revenue of slightly under \$6,000

Sponsorships & Donations

Inov8, Arcadia Association of Realtors, Invictus Running Academy, Berkshire Hathaway Home Services – Sierra Madre, Buccaneer Lounge, Fashing’s Car Wash, Stone Fire Grill, Dr. White M.D., Dunn Edwards, Faulkner Design, First Wilshire Securities Management, Inc., HealthCare Partners, Joe Pacilio, Realtor, Century 21 Earll, Ltd., Matt Denny’s Ale House, Methodist Hospital (Dr. Ken Wogensen M.D.), Century 21 Sierra Madre, the Spero Foundation, Sierra Madre Civic Club, Sierra Madre Community Foundation, the San Gabriel Valley Municipal Water District, Santa Anita Park, United Portable Services, and Run With Us



July 3rd & July 4th Festivities and Parade

Title Sponsor, The Kensington

■ Tuesday, July 3rd 2018

- Dunk Tank/ Kids Fun Zone 5:00 p.m. – 10:00 p.m.
- Food Trucks 5:00 p.m. – 10:00 p.m.
- Beer Garden 5:30 p.m. – 10:30 p.m.
- Non-Profit Booths 5:00 p.m. – 10:00 p.m.
- Live Entertainment Band 7:00 p.m. – 10:00 p.m.
- Bubble Wrap Fireworks 8:00 p.m.

■ Wednesday, July 4th

- SPERO 5K Fun Run 7:30 a.m. – 9:30 a.m.
- 4th of July Parade 10:00 a.m. – 12 Noon
- Community Picnic 11:00 a.m. – 2:30 p.m.
- Open Pool/ Free Swim 11:00 a.m. – 2:30 p.m.
- Free Shuttle Service 11:00 a.m. – 2:30 p.m.



July 3rd & 4th Festivities - Past Attendance

- July 3rd Independence Day kick-off celebration occurred in Memorial Park from 5:30p.m. to 10:30p.m.
- July 4th Parade began at 10:00a.m. on the corner of Sierra Madre Blvd. and Sunnyside Ave. with 78 entries, two more than 2016
- Total attendance approximately between 2,500 – 3,000
- Revenue of slightly under \$2,500

Sponsorships & Donations

4th of July Committee Volunteers

Sierra Madre Community Foundation

Community Services Department Staff

Sierra Madre Community Foundation



Family Movie Fridays in The Park Series

- **Alternating Fridays at the Memorial Park Bandshell**
- **8:00 p.m. or sundown**
 - June 15th
 - June 29th
 - July 13th
 - July 27th
 - August 10th
 - August 17th
- **Audience size ranged from 150 to 300**
- **Sponsors included Sierra Madre Issei Memorial Foundation, Sierra Madre Volunteer Firefighters Association, Sierra Madre Civic Club**



Summer Concerts in The Park Series

- **Memorial Park Bandshell**
- **Sundays 6:00 p.m. – 8:00 p.m.**
 - June 24th
 - July 1st
 - July 8th
 - July 15th
 - July 22nd
 - July 29th
 - August 5th
- **Audience size ranged between 200 - 500**
- **The Kensington returned as Title Sponsor for the Concert Series**



Summer Fun in The Park

- **Wednesdays at Memorial Park**

9:30 a.m. – 10:30 a.m.

- June 20th
- June 27th
- July 4th (excluded)
- July 11th
- July 18th
- July 25th
- August 1st
- August 8th

- **Attendance ranged between 35 – 45 youth participants on a weekly basis**



Halloween Happenings

Wednesday, October 31, 2018

- **3:30 p.m. – 5:00 p.m.** Trick or Treating - Downtown Sierra Madre
- **5:00 p.m.** Costume Parade - Kersting Court
 - Follow Sierra Madre Fire Department Engine down Sierra Madre Blvd. and ends at Hermosa Ave.
 - Costume Parade is open to all ages without registration
 - Waivers are required and signed at Kersting Court for the Costume Contest
- **5:30 p.m.** Costume Contest is held at Memorial Park Bandshell
 - Four Age Categories, plus one “Group”
 - Judges participation and prizes are supported by Kiwanis



Halloween Happenings - Past Attendance

- 5,000+ overall attended downtown trick-or-treating including Alegria
- Costume Contest Participants totaled up to 150
- Revenue of slightly under \$2,000

Sponsorships & Donations

St. Rita's

Leonora Moss

Santa Anita Park

Podley Properties

The Gooden School

Alverno Heights Academy

Little Crown Pediatric Dentistry

Sierra Madre Community Foundation

Sierra Madre Volunteer Fire Fighters Association





Save the Dates!



City of Sierra Madre Police Department

Chief of Police - Joe Ortiz



2017 Annual Report

The one who falls
and gets up
is so much stronger than the
one that never fell



Performance & Accountability

The following measures are used to maintain a high level of service performance:

- **Annual Employee Evaluations**
- **Video and Audio Recorders**
- **Monthly Training**
- **Use of Force and Pursuits**
- **Case Clearance:** Of the 745 cases our department investigated, there were #291 cases cleared, #263 closed, #14 active, #164 Inactive, #13 unfounded.
- **Personnel Complaints:** The Sierra Madre Police Department takes seriously all complaints regarding the service provided by the Department and the conduct of its members. ***It should be noted that five of this year's complaints were received from one individual.**

TYPE OF COMPLAINT	NUMBER REPORTED	NUMBER SUSTAINED	NUMBER EXONERATED	NUMBER NOT SUSTAINED	NUMBER UNFOUNDED
TOTAL COMPLAINTS	11	0	1	2	8
NON CRIMINAL	11	0	0	1	2
MISDEMEANOR	0	0	0	0	0
FELONY	0	0	0	0	0

Staffing

The SMPD currently has 16 full-time sworn positions that include:

- 1 - Chief of Police
- 1 - Police Captain
- 1 - Detective Sergeant, 3-Police Sergeants
- 1 - Detective
- 9 - Police Officers
- 4 - Full-time Dispatchers

In addition to :

- 12 - Part-time employees to supplement our full-time staff
- 5 - Reserve Police Officers
- 16 - Volunteers



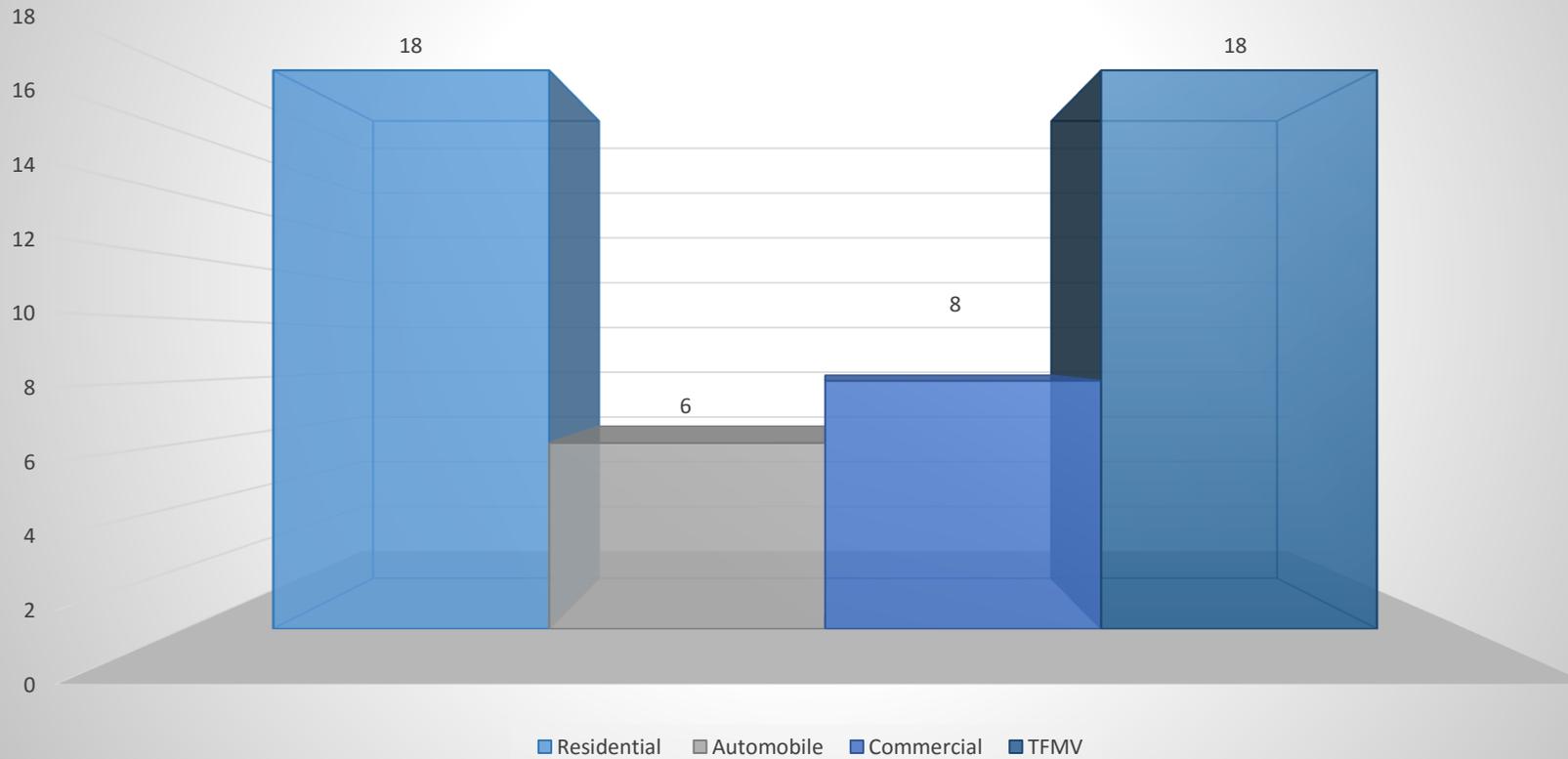
Operational Efficiencies

- In 2017 the department handled 14,363 calls for service.
- Officers authored 745 police reports
- Deployed the text to 911 Platform
- There were 854 Priority One responses (highest priority)
 - Priority calls had an average response time of 2:41 minutes.
 - Non-priority calls had an average response time of 3:33 minutes.

**The Average response time in Los Angeles County ranges from 5-7 minutes*



2017-Burglaries & Theft from Motor Vehicles (TFMV's)

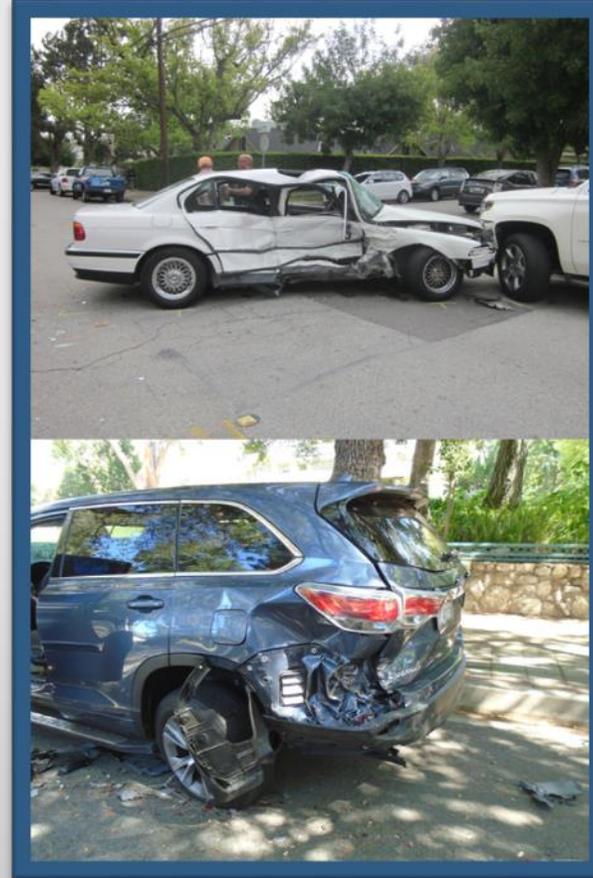


2016 Burglaries & TFMV's

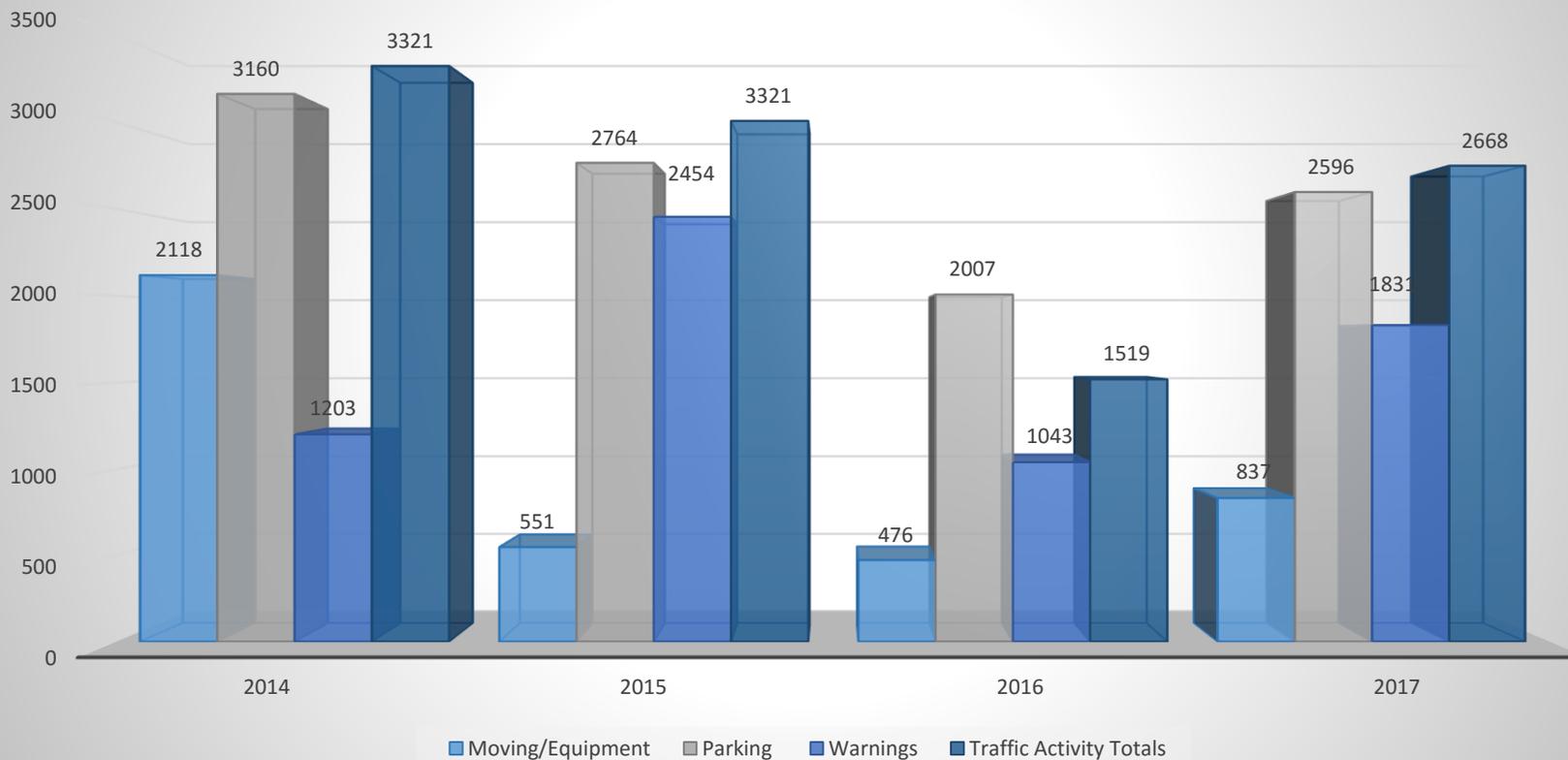
Confirmed: 35 Residential, 11 Automobile, 2 Commercial, 14 TFMV's

Traffic Data

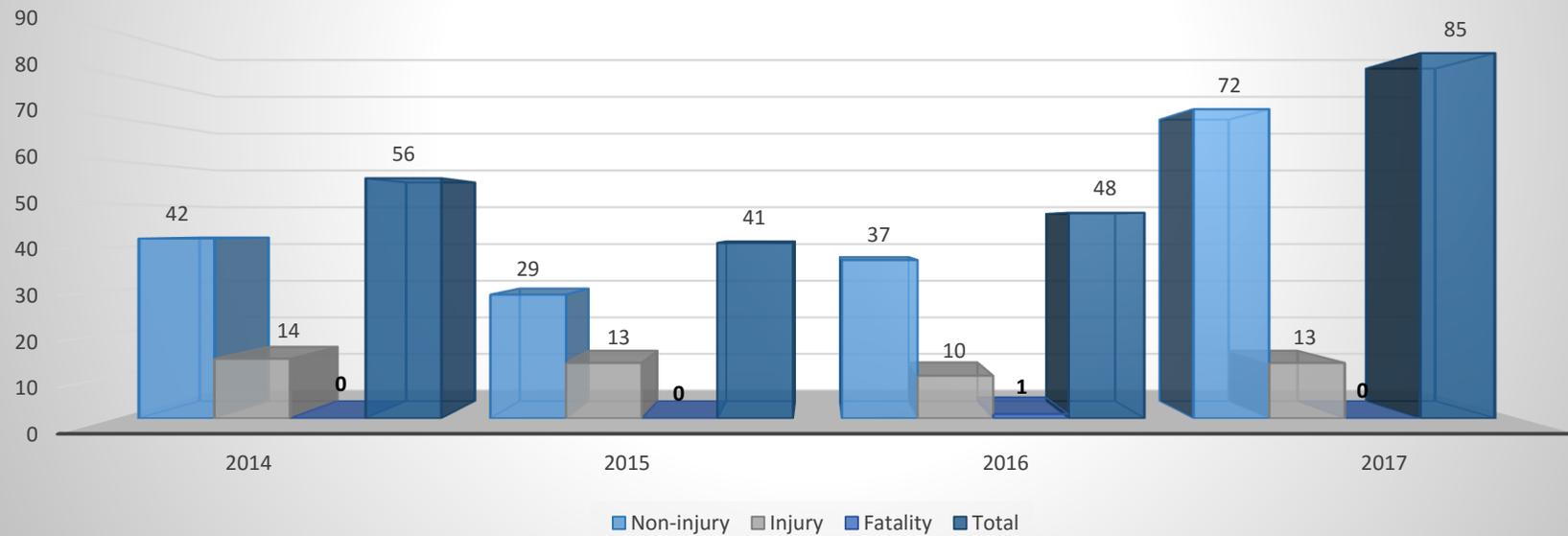
- 2747 traffic enforcement stops
- 837 moving and equipment citations issued
- 79 written/1831 verbal warnings issued
- 2596 parking citations issued
- Traffic accidents
 - Non-Injury collisions increased 46% from 2016
 - Injury collisions increased 24% from 2016



Traffic Enforcement



Motor Vehicle Collisions



SMPD Volunteers & Reserve Police Officers

Our Police Volunteers wear designated SMPD Volunteer uniforms and are equipped with other safety gear. Volunteers assist our patrol officers with special events, extra patrols and vacation checks.

In 2017, Sierra Madre Police Department Volunteers provided a total of 1,242 hours of service, and the Sierra Madre Reserve Police Officers provided a total of 362 hours of service. Based on the California value of volunteer time, which is \$28.46 per hour, together the SMPD volunteers/reserves provided over \$45,650.00 of value to the City of Sierra Madre.



Community Outreach

Neighborhood Watch - Cookies with a Cop
Coffee with a Cop - Community Presentations



Giving Back

Pink Patch Project - No Shave November - Toys for Tots



Accomplishments & Goals for 2018

- Under the leadership of Chief Joe Ortiz and the indispensable efforts of Department Personnel, the Sierra Madre Police Department is fully staffed.
- Established a successful Social Media presence with emphasis on community engagement.
- Deployed- Text to 911 emergency platform.
- Continued investment in the development of SMPD personnel through additional training which includes;
 - Tactical skill set training
 - Mental health awareness
 - Impaired driving detection (marijuana)
 - Leadership
 - Use of force
- Continue to increase engagement with our community through our social media presence.
- Increase traffic enforcement measures needed to decrease overall collisions.

I wish to thank the men and women of the Sierra Madre Police Department for making 2017 another successful year. Working with limited resources, staffing shortages, and wearing many different hats, we have all managed to keep Sierra Madre one of the safest communities in California.

I am happy to answer any questions...





City of Sierra Madre Agenda Report

Rachelle Arizmendi, Mayor
Denise Delmar, Mayor Pro Tem
John Capoccia, Council Member
Gene Goss, Council Member
John Harabedian, Council Member

Vacant City Clerk
Michael Amerio City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Gabriel Engeland, City Manager

DATE: February 27, 2018

SUBJECT: Fiscal Impact Analysis of Measure D: Stop Utility Users' Tax

STAFF RECOMMENDATION

Two Sierra Madre residents, Mr. Earl Richey and Mr. David McMonigle (Proponents) have circulated a petition to have an initiative measure entitled, "Stop the Utility Users' Tax" placed on the ballot in the upcoming April election. This report analyzes the potential outcome to operations should Measure D be approved by Sierra Madre Voters.

It is recommended the City Council direct staff to update the 9212 report created in 2016.

ANALYSIS

In 2016 the City Council directed staff to create a 9212 election report outlining the fiscal impacts of the elimination of the Utility Users Tax. Since this report was authored the data has changed significantly. Staff updated the 2016 report with current budget numbers and personnel.

FINANCIAL REVIEW

There are no costs associated with the preparation of this report.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter, at the Sierra Madre Public Library, and can be accessed on the City's website at www.cityofsierramadre.com.